



EPA Region 5 Records Ctr.



361632

REQUEST FOR PROPOSAL

WATER MAIN EXTENSION

HIMCO SITE
ELKHART, INDIANA

Prepared For:
Himco Site Trust

APRIL 2009
REF. NO. 039611 (12)
This report printed on recycled paper

Prepared by:
Conestoga-Rovers
& Associates

651 Colby Drive
Waterloo, Ontario
Canada N2V 1C2

Office: 519•884•0510
Fax: 519•884•0525

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REQUEST FOR PROPOSAL

The Himco Site Trust will receive sealed bids for the following:

Water Main Extension Himco Site, Elkhart, Indiana

Bids will be accepted during the hours of 8:00 A.M. to 5:00 P.M. (EST) up until 4:00 P.M. Monday, June 08, 2009, for:

Construction of approximately 5030 linear feet of 12" and 8" water main on Plainfield Drive, Westwood Drive, Highland Boulevard, Midland Drive, Northwood Drive and West Bristol Street, including appurtenances, 39 service laterals and 25 connections on private properties, and restoration.

Proposals received after the bid closing time will be returned unopened.

Bidders are requested to submit any pre-bid questions regarding the project plans or specifications to the Owner/Engineer on or before 12 noon Elkhart time Monday, June 08, 2009. Questions may or may not be addressed by addendum as deemed appropriate by the Engineer.

Engineer's Contact information: Name: Steven Davis, P.E.
Phone: (317) 291-7007
Fax: (317) 328-2666
e-mail: sdavis@craworld.com

Bids must be submitted, prior to the closing time, to:

Himco Site Trust
c/o Mr. Tom Lenz
Bayer HealthCare LLC
430 S Beiger Street
Mishawaka, IN., 46544-3207
Phone: (574) 257-3688

Any deviation from specifications must be explained by bidder.

The Himco Site Trust reserves the right to waive informalities or irregularities, and to reject any and all bids or portions thereof.

HIMCO SITE TRUST

INSTRUCTIONS TO BIDDERS

1. FORMS OF PROPOSALS

All proposals shall be made on the printed forms, to be obtained from the Himco Site Trust (Trust) and enclosed in a sealed envelope directed to the Himco Site Trust, c/o Mr. Tom Lenz, Bayer HealthCare LLC, 430 S. Beiger Street, Mishawaka, IN, 46544-3207, and endorsed on the outside of the envelope with the title of the services.

2. WITHDRAWALS

A bidder may withdraw his/her proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder, which request must be signed in the same manner and by the same person or persons who signed the proposal. After the expiration of such period no proposal shall be withdrawn or modified.

3. BID VALIDITY

All proposals shall remain valid for a period of sixty (60) days following the date of opening.

4. RETURN OF PLANS AND SPECIFICATIONS

The plans and specifications are the property of the Himco Site Trust and must be returned in good order if requested.

5. BEFORE STARTING CONSTRUCTION

Before undertaking each part of the construction or any other work required herein, hereinafter sometimes referred to as the "Services", CONTRACTOR shall carefully study and compare the Agreement Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to the Himco Site Trust any conflict, error, ambiguity, omissions, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from the Himco Site Trust before proceeding with any Services affected thereby. Failure to discover or correct errors, conflicts, ambiguities, omissions, or discrepancies shall not relieve the CONTRACTOR of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such at the CONTRACTOR's own expense.

6. REJECTION OF BIDS

The Himco Site Trust reserves the right to reject any and all bids, or to waive or correct irregularities in bids, should they deem it is to the interests of the Himco Site Trust to do so.

7. PAYMENT BOND

If required by the Himco Site Trust, the successful bidder shall execute and deliver a payment bond to the Himco Site Trust, approved by the Himco Site Trust, in an amount at least equal to the Agreement price, providing for the payment of all indebtedness to a person for labor and service performed, material furnished or services rendered. The payment bond must state that it is for the benefit of the Subcontractors, laborers, material supplies, and those performing services; and that a modification, omission, or addition to the terms and conditions of the service Agreement, plans, specifications, drawings or profile; a defect in the service Agreement; or a defect in the proceedings preliminary to the letting and awarding of the service Agreement does not discharge the surety. Said bond to be signed by a recognized surety company authorized to do business in the State of Indiana. Said bond may not be released until one year after the final settlement with the CONTRACTOR.

If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in the state where the Project is located, CONTRACTOR shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the Himco Site Trust.

8. PERFORMANCE BOND

If required by the Himco Site Trust, the successful bidder shall execute and deliver a performance bond to the Himco Site Trust in an amount at least equal to the Agreement price, conditioned for the faithful performance and completion of the Services, according to the terms of the Agreement. Said bond shall be signed by a recognized surety company; authorized to do business in the State of Indiana, and shall provide that a modification, omission, or addition to the terms and conditions of the service Agreement, plans, specifications, drawings or profile; a defect in the service Agreement, or a defect in the proceedings preliminary to the letting and awarding of the service Agreement does not discharge the surety. Said bond to be signed by a recognized surety company authorized to do business in the State of Indiana. Said bond may not be released until one year after the final settlement with the CONTRACTOR.

If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt, or becomes insolvent, or its right to do business is terminated in the state where the Project is located, CONTRACTOR shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the Himco Site Trust.

9. LIABILITY INSURANCE

CONTRACTOR shall purchase and maintain such liability and other insurance as is specified in Article 19 of the Construction Services Agreement.

10. QUALIFICATION OF BIDDERS

No bid will be accepted from or Agreement awarded to any person, firm, or corporation, that is in arrears to the Himco Site Trust upon any debt or Agreement, or who has failed to execute in whole or in part, in a satisfactory manner, any Agreement with the Himco Site Trust; or who is in default as to surety or otherwise upon any obligation to the Himco Site Trust.

Persons, firms, or corporations submitting proposals shall demonstrate to the satisfaction of the Himco Site Trust, that they have the proper facilities, expert laborers, and experience to execute the Agreement in a proper manner, otherwise, their bids will be rejected.

11. CONDITIONS ON SITE

Preliminary to bidding, bidders are required to personally visit the site of the proposed services and thoroughly familiarize themselves as to the nature and location of the services, the topography of the ground, the character, quality and quantity of material to be encountered and the kind of equipment needed during the prosecution of the services. The bidders shall be thoroughly familiar with the Agreement Documents, local laws and ordinances and all matters which can in any way affect the services under the Agreement. No verbal agreement, understanding, or conversation with an agent or employee of the Himco Site Trust, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

12. ELEVATIONS

The elevations shown on any plans or profiles accompanying the Agreement documents are reasonably correct but are not guaranteed to be absolutely so and together with any schedule of quantities, are to be used as basis of estimate.

All elevations indicated or specified refer to the North American Vertical Datum of 1988 (NAVD88) and the horizontal reference is the North American Datum of 1983 (NAD83). Elevations are expressed in feet and decimal parts thereof, or in feet and inches.

13. MAINTENANCE BOND

The CONTRACTOR to whom the within Agreement is awarded shall, within ten (10) days after the date of acceptance, furnish a maintenance bond in an amount at least equal to thirty (30) percent of the Agreement price, guaranteeing for a period of three (3) years

after the date of acceptance of the services by the Owner that all workmanship and materials entering into the Agreement are in accordance with the plans and specifications. The CONTRACTOR shall remove all defects due to faulty workmanship and/or materials and shall pay for any damage to other services resulting therefrom which shall appear within the guarantee period.

CONSTRUCTION SERVICES AGREEMENT

BETWEEN

The HIMCO SITE TRUST
c/o BAYER HEALTHCARE LLC
430 S Beiger Street
Mishawaka, IN., 46544-3207

AND

DATED AS OF _____

SITE LOCATION:ELKHART, INDIANA

**HIMCO SITE TRUST
CONSTRUCTION SERVICES AGREEMENT**

This AGREEMENT is made by and between HIMCO SITE TRUST, with a principal place of business located at 430 S Beiger Street, Mishawaka, IN., 46544-3207 ("HIMCO SITE TRUST") and _____, with a principal place of business located at _____ ("CONTRACTOR"), is for the performance of certain SERVICES described herein.

HIMCO SITE TRUST and CONTRACTOR agree as follows:

**ARTICLE 1
TERM**

HIMCO SITE TRUST hereby retains CONTRACTOR to perform the SERVICES (as defined below), and CONTRACTOR hereby agrees to perform such SERVICES, during the period beginning on _____ (the "EFFECTIVE DATE") and ending on _____ or upon such earlier termination of this AGREEMENT in accordance with ARTICLE 25 or ARTICLE 27 below (the "TERM").

**ARTICLE 2
SCOPE OF SERVICES**

Subject to the terms and conditions of this AGREEMENT, CONTRACTOR shall provide all supervision, labor, material, equipment, tools, supplies, insurance and any other goods or services required to complete the construction of approximately 5030 linear feet of 12" and 8" water main on Plainfield Drive, Westwood Drive, Highland Boulevard, Midland Drive, Northwood Drive and West Bristol Street, including appurtenances, 39 service laterals and connections on private properties, and restoration, to the best of its ability and in full compliance with the terms of this AGREEMENT, the AGREEMENT DOCUMENTS (as that term is defined below) and all applicable laws and regulations (the "SERVICES").

During the TERM, representatives of HIMCO SITE TRUST may consult informally with CONTRACTOR regarding the SERVICES, both personally and by phone.

Within ten (10) working days after the completion of each calendar month, or as otherwise may be reasonably requested by HIMCO SITE TRUST, CONTRACTOR shall provide written reports to HIMCO SITE TRUST concerning the SERVICES. Such reports shall address all aspects of the SERVICES and shall include, but not be limited to: status of the SERVICES, completion percentage, cost, man-hour budget, expenditures and projections, status of deliverables, important decisions and events, problems, important action items, objectives for the following month, schedule update, quality performance, and any other issues reasonably requested by HIMCO SITE TRUST. If required by HIMCO SITE TRUST, CONTRACTOR shall issue a final written report to HIMCO SITE TRUST concerning the SERVICES, in a form and manner directed by HIMCO SITE TRUST.

ARTICLE 3 AGREEMENT DOCUMENTS

The following documents, each of which is hereby incorporated herein by reference, collectively shall make up the "AGREEMENT DOCUMENTS":

Any purchase order issued in connection with this AGREEMENT (each a "PURCHASE ORDER")
DRAWINGS:
ADDENDA:
PROJECT SPECIFICATIONS:
GENERAL REQUIREMENTS:
SPECIAL NOTES AND REQUIREMENTS:
STANDARD CONSTRUCTION SPECIFICATIONS FOR CITY OF ELKHART:
INDOT STANDARD SPECIFICATIONS:

The AGREEMENT DOCUMENTS and all documents referenced therein form a part of this AGREEMENT as if repeated herein. The AGREEMENT DOCUMENTS shall, insofar as is possible, be so interpreted as to be consistent with one another. In the event of a conflict or inconsistency between this AGREEMENT and any of the AGREEMENT DOCUMENTS, this AGREEMENT shall govern. In the event of a conflict or inconsistency among any of the AGREEMENT DOCUMENTS, CONTRACTOR shall immediately inform HIMCO SITE TRUST. Until HIMCO SITE TRUST notifies CONTRACTOR otherwise, the larger quantity or higher quality as determined by HIMCO SITE TRUST shall govern. Where there is no larger quantity or higher quality, the most stringent of the conflicting requirements shall govern.

ARTICLE 4 SCHEDULE

CONTRACTOR shall perform services in a timely manner and shall provide the SERVICES in accordance with this AGREEMENT and any proposal provided by CONTRACTOR to HIMCO SITE TRUST, or as otherwise provided in the applicable PURCHASE ORDER. Notwithstanding the foregoing, the SERVICES to be performed under this AGREEMENT shall begin no later than June 15, 2009 and shall be completed by October 16, 2009. CONTRACTOR shall submit a detailed schedule (the "SCHEDULE") for HIMCO SITE TRUST's written approval prior to commencing services. The SCHEDULE shall be adhered to and no changes to the SCHEDULE shall be effective except in accordance with ARTICLE 8. CONTRACTOR agrees to perform the SERVICES with diligence and furnish a sufficient number of skilled personnel to provide such SERVICES.

ARTICLE 5 COMPENSATION

HIMCO SITE TRUST shall pay CONTRACTOR such amount as shall be designated on the applicable PURCHASE ORDER issued by HIMCO SITE TRUST that pertains to this AGREEMENT (the "TOTAL AGREEMENT PRICE"), provided that the TOTAL AGREEMENT PRICE shall not exceed _____

Dollars (\$ _____).

CONTRACTOR acknowledges that it has had an opportunity to visit the job site (the "SITE"), that it has carefully examined the SITE and all of the AGREEMENT DOCUMENTS prior to submission of its bid and/or execution of the AGREEMENT and that the TOTAL AGREEMENT PRICE is based on such examination and not upon any representation of HIMCO SITE TRUST. CONTRACTOR waives all claims arising from SITE conditions which could have been discovered upon reasonable inspection. Subject to the maximum amount indicated above, the amount to be paid hereunder for the performance of the SERVICES may be revised by the parties through mutual agreement upon revision of the PURCHASE ORDER. The Terms and Conditions on the reverse side of any PURCHASE ORDER issued by HIMCO SITE TRUST pursuant to this AGREEMENT are superseded by this AGREEMENT. As an independent contractor, CONTRACTOR shall be responsible for withholding and payment of all taxes and social security contributions.

HIMCO SITE TRUST shall have the right to set off amounts due CONTRACTOR against amounts, if any, owed by CONTRACTOR to HIMCO SITE TRUST under this AGREEMENT.

ARTICLE 6 PAYMENTS

On a monthly basis, CONTRACTOR shall furnish HIMCO SITE TRUST an itemized invoice showing the total compensation earned and reimbursable expenses incurred during the prior month which were not previously invoiced.

Based upon the foregoing invoices, HIMCO SITE TRUST shall make progress payments toward the TOTAL AGREEMENT PRICE as provided herein. Payment of each invoice shall be made within forty-five (45) days of receipt thereof by HIMCO SITE TRUST to the extent that the aggregate of all such payments made shall not exceed ninety percent (90%) of the aggregate portion of the TOTAL AGREEMENT PRICE properly allocable to labor and materials incorporated in the SERVICES and properly allocable to materials suitably stored at the SITE less the aggregate of previous progress payments invoiced to HIMCO SITE TRUST. The total amount paid in this manner prior to final acceptance of the completed SERVICES by HIMCO SITE TRUST shall not exceed ninety percent (90%) of the TOTAL AGREEMENT PRICE. HIMCO SITE TRUST shall have the right to increase the amount retained by HIMCO SITE TRUST hereunder to a percentage higher than ten percent (10%) in those instances where necessary in HIMCO SITE TRUST's reasonable business judgment, to protect HIMCO SITE TRUST from loss due to: defective SERVICES not remedied; claims asserted by third parties; failure of CONTRACTOR to make payments properly to subcontractors or for labor, materials or

equipment; reasonable evidence that the SERVICES cannot be completed for the unpaid balance of the TOTAL AGREEMENT PRICE; damage to HIMCO SITE TRUST or another contractor; reasonable evidence that the SERVICES cannot be completed within the SCHEDULE; or, failure to perform the SERVICES in accordance with the AGREEMENT DOCUMENTS and this AGREEMENT.

Upon completion of the SERVICES, CONTRACTOR shall notify HIMCO SITE TRUST that the SERVICES are ready for inspection and shall submit the final invoice reflecting the TOTAL AGREEMENT PRICE less the aggregate of all previous amounts invoiced. HIMCO SITE TRUST shall have no obligation to pay the final invoice until HIMCO SITE TRUST has made final acceptance of the SERVICES and CONTRACTOR has proven to the satisfaction of HIMCO SITE TRUST, in accordance with ARTICLE 21, that no indebtedness remains, including, without limitation, liens or other claims related to material, labor or equipment, connected with the SERVICES.

HIMCO SITE TRUST shall inspect the SERVICES within ten (10) working days from CONTRACTOR's request for inspection. HIMCO SITE TRUST shall notify CONTRACTOR in writing that HIMCO SITE TRUST has accepted or rejected the SERVICES promptly following such inspection. Final payment in the amount approved by HIMCO SITE TRUST will be made within forty-five (45) days following HIMCO SITE TRUST's final written acceptance of the SERVICES and CONTRACTOR's compliance with all terms and conditions set forth herein. If final acceptance cannot be given after inspection, HIMCO SITE TRUST will provide CONTRACTOR with a written list of exceptions and CONTRACTOR shall promptly correct such exceptions. HIMCO SITE TRUST shall have no obligation to pay the final invoice until CONTRACTOR corrects such exceptions.

No payment, partial or final, by HIMCO SITE TRUST shall be evidence of performance in whole or in part by CONTRACTOR or shall be regarded as acceptance of defective services or relieve CONTRACTOR from liability under this AGREEMENT or constitute a waiver of any claims arising from unsettled liens, faulty or defective SERVICES or failure of the SERVICES to comply with the AGREEMENT DOCUMENTS and this AGREEMENT. In the event of termination of the AGREEMENT in accordance with ARTICLE 25 of this AGREEMENT, the amount due CONTRACTOR by HIMCO SITE TRUST shall be due and payable within forty-five (45) days of receipt by HIMCO SITE TRUST of CONTRACTOR's final itemized and undisputed invoice. Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR except those previously made in writing which are unsettled at the time of final payment.

ARTICLE 7 TAXES

CONTRACTOR agrees to comply with all federal, state and local laws and regulations governing taxes and assumes exclusive liability for filing reports and making payment of all taxes or contributions as required by such laws or regulations including, but not limited to, Social Security Taxes, State Unemployment Insurance Taxes, gross receipt taxes, and federal, state and local withholding taxes.

ARTICLE 8 CHANGE ORDERS

HIMCO SITE TRUST may direct changes in the scope of the SERVICES, or SCHEDULE by written instruction to CONTRACTOR (each, a "CHANGE ORDER"). If such a change results in an increase or decrease in the cost of the SERVICES, CONTRACTOR shall so notify HIMCO SITE TRUST in writing and shall not undertake such changes unless thereafter notified in writing by HIMCO SITE TRUST to do so. No changes to the SERVICES, TOTAL AGREEMENT PRICE, or SCHEDULE shall be recognized or paid for by HIMCO SITE TRUST unless a CHANGE ORDER is signed by HIMCO SITE TRUST.

In the event that CONTRACTOR is directed by HIMCO SITE TRUST to proceed on a time and material basis, the actual time expended by employees of CONTRACTOR, and if applicable according to the terms of this AGREEMENT, sub-contractor or job shop personnel, in providing the SERVICES, will be invoiced at the prescribed rates and in the manner described by HIMCO SITE TRUST in the CHANGE ORDER.

ARTICLE 9 DRAWINGS

The SERVICES shall be performed using adequate drawings, specifications, shop and erection drawings, materials, construction procedures, tests and instructions (collectively, the "DRAWINGS") which have been approved by HIMCO SITE TRUST. CONTRACTOR shall maintain at the SITE, and update as necessary during the TERM of this AGREEMENT, a complete set of all AGREEMENT DOCUMENTS, including without limitation the DRAWINGS, reflecting all CHANGE ORDERS and the actual as-installed status of all equipment. Prior to CONTRACTOR's submission of a final invoice in accordance with ARTICLE 6, or as otherwise may be reasonably requested by HIMCO SITE TRUST, CONTRACTOR shall provide to HIMCO SITE TRUST a complete list of the AGREEMENT DOCUMENTS and a copy of each amendment made to a AGREEMENT DOCUMENT. CONTRACTOR shall certify that the final DRAWINGS reflect the as-built status of the facility, including without limitation, all field measurements.

ARTICLE 10 UTILITIES AND EQUIPMENT

CONTRACTOR shall provide and pay for all labor, water, light, power, fuel, transportation and other items which are necessary for the proper performance of the SERVICES. Any utilities or other items supplied by HIMCO SITE TRUST are supplied on an "as is," "where is" basis. CONTRACTOR assumes all risks of loss or damage to CONTRACTOR's tools, equipment, or property from any cause. Upon request of HIMCO SITE TRUST, CONTRACTOR shall provide sufficient evidence that such items are owned by CONTRACTOR. CONTRACTOR shall not use any of HIMCO SITE TRUST's tools, equipment or property without HIMCO SITE TRUST's prior written consent.

ARTICLE 11 OTHER CONTRACTORS

CONTRACTOR shall cooperate, coordinate and not interfere with HIMCO SITE TRUST or other contractors or suppliers employed by HIMCO SITE TRUST. If any part of the SERVICES depends upon the work of HIMCO SITE TRUST or other contractor or supplier, CONTRACTOR shall inspect the work of HIMCO SITE TRUST, other contractor or supplier and promptly report to HIMCO SITE TRUST any defects. CONTRACTOR's failure to timely report defects shall constitute an acceptance of the work of HIMCO SITE TRUST or other contractors or suppliers. CONTRACTOR shall correct defects in such work that it has accepted at its expense.

ARTICLE 12 INSPECTION AND CORRECTION

At all times during the TERM of the AGREEMENT, HIMCO SITE TRUST's representatives shall have access to the SITE for the purpose of inspecting the SITE. If at any time during the TERM of this AGREEMENT or any applicable warranty period (in accordance with ARTICLE 14), the SERVICES are found by HIMCO SITE TRUST to be defective, not in conformity with the AGREEMENT, or CONTRACTOR otherwise fails to perform the SERVICES in accordance with this AGREEMENT (each, a "DEFAULT"), CONTRACTOR shall promptly correct any such DEFAULT and bear all costs associated therewith. If CONTRACTOR has not corrected such DEFAULT to the satisfaction of HIMCO SITE TRUST within seven (7) days after written notice of such DEFAULT, HIMCO SITE TRUST shall have the right to correct the DEFAULT, either with HIMCO SITE TRUST's work force or by agreement with others, at CONTRACTOR's expense without increasing the TOTAL AGREEMENT PRICE. In connection with the correction of any such DEFAULT, HIMCO SITE TRUST may take possession of the SITE and all or any part of CONTRACTOR's materials, including tools, equipment, machinery, and supplies, then in use in performing the SERVICES.

ARTICLE 13 CLEAN-UP, REPAIR

CONTRACTOR shall, at all times, keep the SITE free from accumulations of waste material and rubbish. At the completion of the SERVICES, CONTRACTOR shall remove all waste material and rubbish from and near the SITE, together with all of its tools, equipment, scaffolding and surplus materials and shall leave the SITE broom clean and ready for use. Such removal shall be made under the supervision of HIMCO SITE TRUST. Any material or equipment belonging to HIMCO SITE TRUST shall be transported by CONTRACTOR to a location designated by HIMCO SITE TRUST. Should CONTRACTOR fail to complete its clean-up obligations set forth herein, HIMCO SITE TRUST may perform such obligations at CONTRACTOR's cost. CONTRACTOR shall repair, at its expense, all damage caused by CONTRACTOR, employees or subcontractors.

The exercise by HIMCO SITE TRUST of any provision of this ARTICLE 13 or ARTICLE 12 shall not affect any other right or remedy HIMCO SITE TRUST may have or give rise to any additional duty on the part of HIMCO SITE TRUST, and shall not relieve CONTRACTOR of any right or duty under this AGREEMENT.

ARTICLE 14 WARRANTY

CONTRACTOR warrants and guarantees that it will exercise due diligence to perform the SERVICES in a professional manner in compliance with this AGREEMENT, the AGREEMENT DOCUMENTS, all applicable laws and regulations, HIMCO SITE TRUST's written instructions, and with the standards of care and diligence normally practiced by nationally recognized firms in performing services of a similar nature, including without limitation, good professional practices and the state of the art applicable to the services being performed. In addition, CONTRACTOR represents and warrants that any information and other materials which it may supply HIMCO SITE TRUST during the TERM of this AGREEMENT will not infringe or misappropriate the intellectual, proprietary or any other property rights of any third parties. Nothing in this AGREEMENT shall be construed as authorizing or encouraging CONTRACTOR to obtain information for HIMCO SITE TRUST in violation of any third party's rights to patent, trademark, copyright or trade secret protection.

If CONTRACTOR does not perform to these standards of care, CONTRACTOR shall be liable and responsible for damages resulting from its own negligent acts, errors and omissions, or other acts of CONTRACTOR for which CONTRACTOR is responsible. CONTRACTOR shall promptly and to the satisfaction of HIMCO SITE TRUST correct all errors and omissions or other improper acts.

CONTRACTOR warrants that all equipment or materials incorporated and used in the SERVICES are new, and that the equipment, materials and SERVICES conform to the AGREEMENT DOCUMENTS, are of good quality, and are free of defects in design, materials, workmanship and title. CONTRACTOR warrants that the SERVICES shall be free of defects in materials or workmanship for a period of three (3) years from the date of final acceptance by HIMCO SITE TRUST. CONTRACTOR shall obtain all possible manufacturer's guarantees or warranties for equipment and materials. Upon final acceptance of the SERVICES (in accordance with ARTICLE 6), CONTRACTOR will assign to HIMCO SITE TRUST all such guarantees or warranties.

ARTICLE 15 PERSONNEL

It is understood that, for SERVICES to be provided, the qualifications, training, experience and competence of personnel are of the essence. The personnel proposed for the SERVICES require the written approval of HIMCO SITE TRUST. HIMCO SITE TRUST shall have the right to interview all prospective personnel who are assigned to it by CONTRACTOR, and to accept or reject them based upon specific or general skills required and the background and experience

of all personnel recommended by CONTRACTOR. Once approved by HIMCO SITE TRUST, such personnel shall not be changed without the prior written consent of HIMCO SITE TRUST. HIMCO SITE TRUST reserves the right to bar from the SITE any employee or agent of CONTRACTOR for any cause that HIMCO SITE TRUST deems appropriate. HIMCO SITE TRUST reserves the right at any time to request personnel changes. In such event, CONTRACTOR shall remove or substitute, at the request of HIMCO SITE TRUST, any employee deemed by HIMCO SITE TRUST as not qualified or otherwise appropriate for the provision of the SERVICES. During the performance of this AGREEMENT, CONTRACTOR shall employ at the SITE, among other personnel, a superintendent and such assistants as necessary, all of whom are subject to HIMCO SITE TRUST's approval in accordance herewith. Failure to provide competent supervision and personnel shall constitute defective performance.

ARTICLE 16 INTELLECTUAL PROPERTY

All AGREEMENT DOCUMENTS, DRAWINGS, documents, raw data and copies thereof, whether supplied by HIMCO SITE TRUST or CONTRACTOR, are the property of HIMCO SITE TRUST. Upon completion of the SERVICES, CONTRACTOR shall return them to HIMCO SITE TRUST. CONTRACTOR may retain one (1) copy of its own work product records, but not records containing data and information proprietary to HIMCO SITE TRUST, and shall seek determination from HIMCO SITE TRUST to clarify the proprietary nature of such records. CONTRACTOR hereby acknowledges that the products of its services hereunder shall be deemed to be a "work for hire" and HIMCO SITE TRUST shall, without the payment of additional compensation to CONTRACTOR, own the entire right, title and interest for the entire world in and to all services performed, writing(s), formula(s), design(s), model(s), drawing(s), photograph(s), design invention(s), other invention(s), and other intellectual property made, conceived, or reduced to practice or authored by CONTRACTOR or CONTRACTOR's employees or agents, either solely or jointly with others, during the performance of this AGREEMENT and arising directly out of the services associated with this AGREEMENT or with the use of information, materials, or facilities of HIMCO SITE TRUST during the period in which CONTRACTOR is retained by HIMCO SITE TRUST or its successor in business, under this AGREEMENT or any extensions or renewals thereof (collectively, "INVENTIONS").

CONTRACTOR shall promptly disclose to HIMCO SITE TRUST all INVENTIONS, and shall sign, execute, and acknowledge or cause to be signed, executed and acknowledged without additional compensation, but at the expense of HIMCO SITE TRUST, any and all documents and shall perform such acts as may be necessary, useful or convenient for the purpose of assigning and securing to HIMCO SITE TRUST or its nominees, patent, trademark, or copyright protection throughout the world upon such INVENTIONS, title to which HIMCO SITE TRUST may acquire in accordance with the provisions hereof.

ARTICLE 17

GOVERNMENTAL LAWS

CONTRACTOR shall comply with the Fair Labor Standards Act. CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race color, creed, national origin, disability or sex. CONTRACTOR shall comply with all applicable federal, state and local fair employment practice laws, including all provisions of Executive Order 11246 of September 24, 1965, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974 and any amendments thereto. Any clause required to be in a document of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. CONTRACTOR warrants that the SERVICES shall comply with all applicable laws, standards and regulations, whether governmental or industrial, in effect on the EFFECTIVE DATE or known in the industry to become effective after such date.

CONTRACTOR shall obtain, at its sole expense, all building permits and other permits or licenses required to perform the SERVICES under this AGREEMENT.

ARTICLE 18

SAFETY

It shall be the duty of CONTRACTOR to provide for the safety of, and prevention of accident or injury to CONTRACTOR, its subcontractors, employees, agents and guests of any of them while in, on or about HIMCO SITE TRUST's premises or in providing the SERVICES. CONTRACTOR agrees that it and its subcontractors, employees, agents and guests of any of them will at all times comply with all safety and security regulations in effect from time to time applicable to the SITE. CONTRACTOR agrees that it and its subcontractors, employees, agents and guests of any of them shall also comply with the safety regulations of its insurance carriers and HIMCO SITE TRUST's insurance carriers, to the extent applicable. CONTRACTOR agrees that it and its subcontractors, employees, agents and guests of any of them shall stay within the confines of the SITE and shall not visit other construction projects or plant operations without HIMCO SITE TRUST's prior written permission. CONTRACTOR shall not permit any guests on the SITE without HIMCO SITE TRUST's prior written permission. CONTRACTOR shall not bring any cameras or recording video devices onto the SITE without HIMCO SITE TRUST's prior written permission.

ARTICLE 19

INSURANCE

CONTRACTOR, at CONTRACTOR's own expense, shall obtain insurance with carriers approved by HIMCO SITE TRUST in at least the amounts shown below. CONTRACTOR shall submit to HIMCO SITE TRUST prior to commencement of the SERVICES under this AGREEMENT certificates of insurance evidencing that such insurance was obtained. All certificates of insurance shall state that thirty (30) days advance notice will be given by registered mail to HIMCO SITE TRUST of cancellation, expiration, reduction, or modification in amounts of coverage. HIMCO SITE TRUST, City of Elkhart, County of Elkhart, and Conestoga-Rovers and Associates shall be named as additional insured on CONTRACTOR's commercial general liability and automobile liability policies. CONTRACTOR shall obtain a waiver of its insurer's

right of subrogation against the additional insureds. CONTRACTOR shall maintain insurance in force during the TERM of this AGREEMENT and for three (3) years thereafter.

- Commercial General Liability on an occurrence coverage form basis, including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, and Broad Form Property Damage

Bodily Injury and	\$2,000,000 per occurrence
Property Damage	\$5,000,000 annual aggregate (other than Products/Completed Operations) \$5,000,000 annual aggregate (including Products/Completed Operations)

- Automobile Liability covering all owned, non-owned and hired vehicles as required by State Law.

Bodily Injury & Property Damage	\$2,000,000 combined single limit
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Workman's Compensation as required by federal, state, and local law.

Employer's Liability	\$1,000,000 bodily injury by accident \$1,000,000 bodily injury by disease-policy limit \$1,000,000 bodily injury by disease-each employee
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- Excess Liability in excess of the General Liability, Automobile Liability and Employer's Liability

Excess Liability	\$5,000,000 each occurrence and aggregate
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Deductible amounts under the foregoing policies shall be paid by CONTRACTOR. It is expressly understood that HIMCO SITE TRUST does not, in any way, represent that the types of minimum limits of insurance hereinbefore specified are sufficient or adequate to protect CONTRACTOR's interests or liability.

HIMCO SITE TRUST shall provide Fire and Extended Coverage, Builder's Risk and Equipment Floaters insurance coverage in amounts which are adequate in HIMCO SITE TRUST's opinion. Deductible amounts under these policies shall be paid by HIMCO SITE TRUST.

ARTICLE 20 INDEMNITY

CONTRACTOR shall, at all times, remain entirely responsible for the results and consequences of its negligence and willful misconduct, including that of its directors, officers, employees, agents, affiliates, contractors, consultants, representatives, subcontractors and subcontractors' employees retained by CONTRACTOR. CONTRACTOR agrees to indemnify, defend and hold harmless all additional insureds, their directors, officers, employees and agents,

from and against any and all claims, demands, suits, losses, damages, costs, and expenses (including without limitation reasonable attorney's fees) which may arise or result from (i) infringement of any third party intellectual property by CONTRACTOR, (ii) claims against additional insureds for bodily injury or property damage caused by CONTRACTOR, subcontractors or CONTRACTOR's personnel, (iii) any material breach by CONTRACTOR, subcontractors or CONTRACTOR's personnel of its obligations under this AGREEMENT, (iv) claims against additional insureds from CONTRACTOR's personnel with respect to CONTRACTOR's obligation for the payment of wages or other compensation, insurance coverage, taxes or expenses; and (v) CONTRACTOR's negligence or willful misconduct or that of its directors, officers, employees, agents, affiliates, contractors, consultants, representatives, subcontractors and subcontractors' employees.

ARTICLE 21 MECHANICS' LIENS

CONTRACTOR shall indemnify, defend and hold harmless HIMCO SITE TRUST against all labor, material and mechanics' liens and other claims arising from CONTRACTOR's performance of the SERVICES.

At HIMCO SITE TRUST's option, CONTRACTOR shall furnish a surety bond from a company satisfactory to HIMCO SITE TRUST, assuring performance of its obligations hereunder and payment for all labor and such materials and the proper performance of the SERVICES. The cost of such bond shall be paid for by CONTRACTOR and is not part of the TOTAL CONTRACT PRICE. No CHANGE ORDER, extension of time to the SCHEDULE, failure to enforce any rights arising under the AGREEMENT or other act or forbearance of HIMCO SITE TRUST shall, unless specifically agreed upon by HIMCO SITE TRUST, operate to release or discharge any surety under any bond.

CONTRACTOR shall notify HIMCO SITE TRUST in writing of any and all noncompliance with laws or permits or conditions or changes in conditions that may result in a lien or other claim within two (2) business days of CONTRACTOR's discovery of such conditions upon which the lien or other claim may be based. Failure to notify HIMCO SITE TRUST within this period shall constitute a waiver of the lien or other claim.

CONTRACTOR shall obtain and submit to HIMCO SITE TRUST a release of all liens and other claims which may arise from the SERVICES performed under this AGREEMENT. CONTRACTOR agrees to hold harmless and indemnify HIMCO SITE TRUST from any and all costs, including without limitation attorney's fees, arising from the filing or removal of any lien or other claim filed by any subcontractor or any supplier of CONTRACTOR or otherwise as a result of CONTRACTOR's performance of the SERVICES. CONTRACTOR shall settle by agreement, mediation, or arbitration all claims asserted by any other contractor, subcontractor, materialman, or other person arising from CONTRACTOR's alleged acts or omissions. If HIMCO SITE TRUST is sued on any such claim, CONTRACTOR shall hold harmless HIMCO SITE TRUST, its directors, officers, employees and agents, from and against any and all claims, demands, suits, losses, damages, costs, and expenses resulting therefrom.

ARTICLE 22 CONFIDENTIAL INFORMATION

CONTRACTOR agrees that any of HIMCO SITE TRUST's information or information prepared for HIMCO SITE TRUST, relating in any way to processing techniques, program listings, data, raw materials, products, processes, apparatus, designs, test procedures, drawings, flow charts, reports, process descriptions, operating procedures, laboratory records, instructions, production plant designs, raw material specifications, quality controls, techniques, chemical formulations, specifications, models, programs, plans, costs, operations, customers, markets, security or computer systems and any other proprietary information (collectively "HIMCO SITE TRUST's CONFIDENTIAL INFORMATION") which may come within the knowledge of CONTRACTOR or CONTRACTOR's agents, employees, or officers will be treated as confidential during and subsequent to the completion of CONTRACTOR's services for HIMCO SITE TRUST, and that neither CONTRACTOR nor CONTRACTOR's agents, employees or officers will use (other than for the purposes of this AGREEMENT) or disclose any of said information to others without the prior written consent of HIMCO SITE TRUST except for those portions of said information which:

- A. are or become a part of the public domain through no fault of CONTRACTOR; or
- B. are received from a third party in good faith where said party is not obligated to HIMCO SITE TRUST to keep said information confidential; or
- C. were in CONTRACTOR's possession, as evidenced by written or other tangible evidence, prior to receipt from HIMCO SITE TRUST.

In the event that CONTRACTOR is required to disclose HIMCO SITE TRUST's CONFIDENTIAL INFORMATION by order of a court, administrative agency, or other governmental body, CONTRACTOR shall provide reasonable advance notice to HIMCO SITE TRUST prior to disclosure to allow HIMCO SITE TRUST the opportunity to seek a protective order or otherwise prevent or limit such disclosure.

It is further recognized that public disclosure of given technology or know-how by HIMCO SITE TRUST or others is not disclosure that HIMCO SITE TRUST is actually utilizing such technology or know-how and the fact of such utilization is in itself confidential information of HIMCO SITE TRUST, not to be disclosed unless or until such utilization becomes publicly known through no fault of CONTRACTOR.

All written material or copies thereof, data, software, information, models, chemicals, photographs, equipment and the like developed in connection with the SERVICES performed by CONTRACTOR shall be the exclusive property of HIMCO SITE TRUST and shall be delivered to HIMCO SITE TRUST upon completion of the SERVICES or earlier termination of this AGREEMENT.

All personnel approved for SERVICES under this AGREEMENT by HIMCO SITE TRUST must, upon request by HIMCO SITE TRUST, sign an agreement imposing

confidentiality and non-use restrictions at least as stringent as those imposed herein obligations prior to commencing work under this AGREEMENT.

CONTRACTOR's confidentiality and non-use obligations stated herein shall extend for a period of five (5) years following the TERM of this AGREEMENT.

ARTICLE 23 ACCOUNTING RECORDS

CONTRACTOR shall maintain complete and accurate accounting records, in accordance with generally accepted accounting practices, and other records pertinent to the SERVICES, such records shall be retained for seven (7) years following the expiration or earlier termination of this AGREEMENT. CONTRACTOR shall upon written request by HIMCO SITE TRUST during normal business hours, but not more frequently than twice each calendar year, provide access to such records to HIMCO SITE TRUST for the purpose of auditing such records.

ARTICLE 24 ABSENCE OF CONFLICTS

CONTRACTOR hereby represents and warrants that CONTRACTOR's undertaking of the SERVICES on the terms and conditions set forth herein and CONTRACTOR's execution and performance of this AGREEMENT do not constitute a breach or violation of any other agreement, obligation or understanding with any third party. CONTRACTOR represents and warrants that CONTRACTOR is not bound by any agreement or any other existing or previous business relationship that conflicts with, or may conflict with, the performance of CONTRACTOR's obligations hereunder.

CONTRACTOR agrees that CONTRACTOR will not, for itself or any person, firm or entity other than HIMCO SITE TRUST, perform services utilizing deliverables substantially similar to those developed for HIMCO SITE TRUST by CONTRACTOR, or in any way assist others utilizing deliverables substantially similar to those developed for HIMCO SITE TRUST without in each instance first obtaining the written approval of HIMCO SITE TRUST.

ARTICLE 25 TERMINATION

HIMCO SITE TRUST reserves the right to terminate CONTRACTOR's performance under this AGREEMENT upon five (5) days written notice at any time without cause. Upon such termination, HIMCO SITE TRUST's only responsibility to CONTRACTOR shall be to pay CONTRACTOR for SERVICES actually performed through the date of termination and to reimburse CONTRACTOR for permitted expenses actually incurred by CONTRACTOR.

If CONTRACTOR becomes financially insolvent, files for bankruptcy, or fails to perform any obligation under this AGREEMENT, HIMCO SITE TRUST may immediately terminate this AGREEMENT for cause without prejudice to any rights or remedies that HIMCO SITE TRUST

may have in any such situations. Such termination shall be effective upon the date of notice of the termination.

Upon termination of this AGREEMENT or upon the request of HIMCO SITE TRUST at any other time, CONTRACTOR shall deliver to HIMCO SITE TRUST all reports, schedules, records, drawings, specifications, calculations, software and any other documents and data prepared under or in connection with this AGREEMENT. Following notice of termination, HIMCO SITE TRUST may hold in abeyance all payments due to CONTRACTOR until CONTRACTOR delivers all such material to HIMCO SITE TRUST.

Upon termination of this AGREEMENT for cause, HIMCO SITE TRUST may complete the unfinished SERVICES by whatever commercially reasonable means it deems appropriate. In the event that the costs incurred by HIMCO SITE TRUST to complete the unfinished SERVICES exceed the amount set forth in this AGREEMENT, then, in that event, CONTRACTOR shall be liable to HIMCO SITE TRUST for the difference.

Expiration or earlier termination of the AGREEMENT or the SERVICES thereunder shall not relieve CONTRACTOR or HIMCO SITE TRUST of their respective obligations contained in this AGREEMENT, including without limitation those obligations contained in Articles 3 (Agreement Documents), 6 (Payments), 7 (Taxes), 9 (Drawings), 10 (Utilities and Equipment), 11 (Other Contractors), 12 (Inspection and Correction), 13 (Clean-Up, Repair), 14 (Warranty), 16 (Intellectual Property), 17 (Governmental Laws), 18 (Safety), 19 (Insurance), 20 (Indemnity), 21 (Mechanics' Liens), 22 (Confidential Information), 23 (Accounting Records), 24 (Absence of Conflicts), 25 (Termination), 26 (Relationship of the Parties), 28 (Administration), 29 (Nonwaiver of Breach), 32 (Publicity), 33 (Choice of Law), 34 (Entire Agreement) and 35 (Subsequent Alterations).

ARTICLE 26

RELATIONSHIP OF THE PARTIES

In all matters relating to this AGREEMENT, CONTRACTOR shall be acting as an independent contractor. Although CONTRACTOR will be subject to procedures that apply to business visitors of HIMCO SITE TRUST, and will be advised of HIMCO SITE TRUST's expectations regarding the SERVICES, the manner in which CONTRACTOR meets those expectations will be within CONTRACTOR's discretion. Neither CONTRACTOR nor the employees of CONTRACTOR are employees of HIMCO SITE TRUST under the meaning or application of any federal or state unemployment or insurance laws or worker's compensation laws, or otherwise. CONTRACTOR shall assume all liabilities and obligations imposed by any one or more such laws with respect to employees of CONTRACTOR in their performance of this AGREEMENT. CONTRACTOR shall not have any authority to assume or create any obligation, express or implied, on behalf of HIMCO SITE TRUST and CONTRACTOR shall have no authority to represent itself as an agent, employee or in another capacity of HIMCO SITE TRUST.

ARTICLE 27 FORCE MAJEURE

Failure of either party to perform in accordance with the terms of this AGREEMENT in whole or in part shall be excused if such failure is the result of events beyond such party's reasonable control, and which, by the exercise of reasonable diligence are unpreventable by such party, including but not limited to war, mobilization, revolution, civil commotion, riots, strikes, lockouts, floods, earthquakes, hurricanes, similar storms, or other actions of the elements, acts of God or the public enemy, actions or failures to act by governmental agencies, the exercise of eminent domain by governmental agencies and other civil or military authorities, interruption of transportation facilities (each, a "FORCE MAJEURE"). The party affected by a FORCE MAJEURE shall give notice thereof, including the anticipated duration, to the other party as soon as practicable, and the affected party shall use all commercially reasonable efforts to resume the performance of its obligations hereunder as soon as possible. The SCHEDULE shall be extended by a period equal to the period of suspension in accordance with a mutually agreed upon CHANGE ORDER but this AGREEMENT shall otherwise remain unaffected.

Without prejudice to the provisions of Article 25, in the event that the FORCE MAJEURE continues beyond six (6) months or, in HIMCO SITE TRUST's reasonable business judgment, is likely to last for at least six (6) months, HIMCO SITE TRUST may immediately terminate this AGREEMENT. HIMCO SITE TRUST's only responsibility to CONTRACTOR shall be to pay CONTRACTOR for the SERVICES actually performed through the effective date of termination and to reimburse CONTRACTOR for permitted expenses actually incurred by CONTRACTOR prior to such date.

ARTICLE 28 ADMINISTRATION

During the TERM, unless notified otherwise, HIMCO SITE TRUST designates the following personnel for the administration of this AGREEMENT:

Except as set forth herein, all correspondence, notices, claims, modifications or other items pertaining to this AGREEMENT shall be sent to the party to which notice is intended at such party's address appearing above. All invoices should be sent to Himco Site Trust at the address indicated on the PURCHASE ORDER.

The performance of the SERVICES shall be coordinated with _____

During the TERM of this AGREEMENT, unless notified otherwise, CONTRACTOR designates _____ for the administration of this AGREEMENT.

All notices required under this AGREEMENT should be in writing and shall be sufficient in all respects if delivered, in person, sent by certified mail return receipt requested, or by commercial delivery services that provides proof of delivery.

ARTICLE 29 NONWAIVER OF BREACH

Failure of either party to avail itself of any breach of this AGREEMENT by the other party shall not be deemed to be a waiver of any subsequent breach, whether or not of a like kind or nature.

ARTICLE 30 ASSIGNMENT

This AGREEMENT may not be assigned by either party to any other party without the prior written consent of the other party hereto; provided, however, that (a) HIMCO SITE TRUST may assign its rights and obligations hereunder to any Affiliate of HIMCO SITE TRUST by written notice to the other party and (b) HIMCO SITE TRUST may assign its rights and obligations hereunder, by written notice to the other party, to a successor or transferee (whether by merger, consolidation, purchase or otherwise) of either (i) all or substantially all of the assets of HIMCO SITE TRUST or (ii) all or substantially all of the assets of the business to which it pertains. As used in this AGREEMENT, "Affiliate" shall mean, with respect to a party, any individual, corporation or other business entity which, either directly or indirectly, controls such party, is controlled by such party, or is under common control with such party. As used herein, "control" means possession of the power to direct, or cause the direction of the management and policies of a corporation or other entity whether through the ownership of voting securities, by agreement or otherwise.

ARTICLE 31 SUBCONTRACTING

CONTRACTOR may not subcontract the conduct of the SERVICES or any portion thereof without the prior written consent of HIMCO SITE TRUST. Subcontracting any part of the SERVICES under this AGREEMENT shall not relieve CONTRACTOR of any of its obligations with respect thereto. HIMCO SITE TRUST's approval of subcontractor(s) does not indicate approval of the methods applied or services done by said subcontractor(s).

CONTRACTOR warrants strict compliance with this AGREEMENT on the part of each of its subcontractors. Nothing contained in the AGREEMENT shall create any contractual relation between HIMCO SITE TRUST and any subcontractor. CONTRACTOR shall be as fully responsible to HIMCO SITE TRUST for all acts and omissions of its subcontractors, their agents and employees, as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR shall promptly pay each subcontractor approved by HIMCO SITE TRUST in accordance with this ARTICLE 31 and promptly pay for all labor, materials, and equipment. CONTRACTOR shall inform HIMCO SITE TRUST of any amounts retained from

subcontractors or suppliers by CONTRACTOR, and the reasons therefore, upon application for each progress payment.

ARTICLE 32 PUBLICITY

Neither party hereto shall use the name of the other party in any press release, advertisement or for other publicity purpose without the prior written approval of the other party hereto.

ARTICLE 33 CHOICE OF LAW

It is agreed by the parties that this AGREEMENT shall be construed, interpreted and controlled by the laws of the State of Indiana, without regard to conflicts of laws principles. The purchase of any materials, equipment and other goods shall be governed by the terms of the Indiana Commercial Code notwithstanding any provision to the contrary in the AGREEMENT DOCUMENTS. The parties agree to the jurisdiction of the Indiana courts, both state and federal.

ARTICLE 34 ENTIRE AGREEMENT

This AGREEMENT supersedes all prior oral or written agreements, if any, between the parties relating to the matters subject to this AGREEMENT, and constitutes the entire agreement between the parties. No course of dealing between the parties, trade usage, invoice or other document shall be construed to alter the terms hereof.

ARTICLE 35 SUBSEQUENT ALTERATIONS

No change, modification or alteration of this AGREEMENT shall be valid unless it is made in writing, signed by the parties and no course of dealing between the parties shall be construed to alter the terms hereof.

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT as indicated by the signatures below.

HIMCO SITE TRUST OWNER	CONTRACTOR
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

GENERAL REQUIREMENTS

1. REFERENCES

The numbered divisions of the specifications are herein designated as "sections", each being referred to by the number standing at its beginning. Where reference is herein made to any such section number, it shall be considered equivalent to a quotation of that section.

2. DEFINITIONS

When, in these specifications, the words, OWNER, Himco Site Trust or "The Trust" are used, they shall be understood to refer to the Himco Site Trust or its authorized agents acting within the authority specially conferred upon them by the Himco Site Trust.

Wherever, in these specifications, the words "The ENGINEER" are used they shall be understood to refer to the consulting Engineer or his deputies or assistants, acting within the authority specifically conferred upon them by the consulting Engineer.

Wherever, in these specifications, the words "The CONTRACTOR" are used, they shall be understood to refer to the person or persons who have entered into the Agreement as party or parties of the second part, or his or her heirs, executors, administrators, assigns or successors.

3. INTERPRETATIONS

In case of any actual or alleged disagreement or discrepancy between the Agreement, these specifications and the plans for the services on file, the language and provisions of the Agreement shall take precedence and prevail; and the ENGINEER shall determine in each case whether the specifications or the plans shall be followed.

4. CHANGES IN PLANS

The ENGINEER will have the right to make such changes in the plans and specifications of the services as he may deem necessary or desirable or to provide for unexpected conditions or contingencies that may develop at any time after the signing of the Agreement, or during the progress or before the final acceptance of the services. The CONTRACTOR shall accept such changes when made as a part of the original Agreement and specifications, subject to all the provisions and conditions thereof. It is expressly understood and agreed that such alterations, omissions or additions shall in no way violate or annul the Agreement.

5. QUALITY OF MATERIAL AND WORK

The judgment and decision of the ENGINEER as to whether the material supplied and the services done under the Agreement comply with the requirements of these specifications,

will be conclusive and final. No material shall be used in the services until it has been examined and approved by the ENGINEER, or his authorized agents. All rejected material shall be promptly removed from the services and replaced with that which is acceptable to the ENGINEER and all improper or defective services must be corrected and if necessary, removed and reconstructed so as to comply with these specifications and the instructions of the ENGINEER.

In all matters of detail not specifically covered by the specifications, the services shall be well and skillfully done in accordance with the best trade or art customs and standards for services of like character and purpose.

6. INSPECTION

The ENGINEER may provide for the inspection, by assistants and inspectors under his direction, of all materials used and all services done under the Agreement. Such inspection may extend to all or any part of the services and to the preparation or manufacture of materials to be used, whether within the limits of the services on the street, or at any other place. The ENGINEER and his inspectors shall have free access to all places or parts or other places where any part of the materials to be used is procured, manufactured or prepared. The CONTRACTOR shall furnish the ENGINEER all information relating to the services and the material which the ENGINEER may deem necessary to be pertinent and with such samples of materials as may be required. The CONTRACTOR shall at his/her expense, supply inspectors with such labor and assistance as may be necessary in the handling of materials for proper inspection. Inspectors will have authority to reject defective material and to suspend any work that is being improperly done, subject to the final decision of the ENGINEER. Inspectors shall have no authority to permit deviations from or to relax any of the provisions of these specifications without the written permission or instruction of the ENGINEER; nor delay the CONTRACTOR by failure to inspect materials and services with reasonable promptness.

7. INJURIES TO PERSONS AND PROPERTY

The CONTRACTOR must restore all injured property, including sidewalks, curbing, sodding, pipes, conduits, sewer and other public or private property to a condition as good as it was when CONTRACTOR entered upon the Services.

8. SANITARY CONVENIENCES: NUISANCES

The CONTRACTOR shall provide all necessary toilet accommodations for the use of his/her employees on the street, and shall not create nor permit any nuisance to the public or to residents in the vicinity of the services.

9. FIRE HYDRANTS

No materials or other obstructions shall be placed within five (5) feet of fire hydrants, which must be at all times readily accessible to the Fire Department. Hydrant wrenches

only shall be used on hydrants. A permit shall be attained at the City of Elkhart Water Works Office for any connection to a fire hydrant.

USE OF CITY HYDRANTS

NOTE: USE LIMITED TO CONTRACTORS, CITY DEPARTMENTS AND TOWNSHIP FIRE DEPARTMENTS. SPECIAL CONSIDERATION WILL BE GIVEN OTHERS ONLY WHEN EXTREME HARDSHIP REQUIRES HYDRANT USE.

1. Obtain permit at Water Works office. Water Works will charge for water used and an inspection fee for checking hydrant after each use. A refundable deposit of \$150 is required to guarantee proper use of hydrant.
2. If you do not have an approved hydrant connection and hydrant wrench, make necessary deposit for same and rent at Water Works office. (Rent \$10/day, plus \$100 refundable deposit).
3. Pick up connection and wrench at North Main Street Pumping Station from the Operator on duty.
4. Hardship Cases: When water cannot be obtained through a normal metered service, and a hydrant is the only water source available, permission to use a hydrant will be granted upon applicant's guarantee to pay any damage caused to the hydrant or from water delivered from the hydrant.
5. Water Department does not supply hose.

PROCEDURE IN USING HYDRANT CONNECTION (NO DEVIATIONS PERMITTED)

1. Remove hydrant cap and install valved hydrant connection.
2. Shut off valve on hydrant connection.
3. Positively never use a pipe wrench on a hydrant. Fire hydrants, when in use, must be wide open at all times. Otherwise, the drains are open and the hydrant may be damaged by water escaping from the drain. This makes the soil soggy and removes the soil support which is necessary to keep the hydrant from separating from the pipe line.
4. Turn on hydrant. Open hydrant valve fully, using approved type of wrench.
5. Regulate flow of water with hydrant connection valve.

6. When finished and ready to shut hydrant off, close connection valve, close hydrant, then open hydrant connection valve and check to see if hydrant is shut off.
7. Remove connection. Check to see that water drains from hydrant barrel. Replace hydrant cap.
8. Return connection and wrench (if rented) and go to Water Works office to pick up refund of deposit for same.
9. After hydrant inspection, Water Works will return guarantee deposit, less any maintenance costs due to misuse of hydrant.

CHARGES: Where amount of water to be used is known, actual cost of water at \$1.60/1,000 gallon will be charged. Otherwise, flat fee of \$15/day will be charged.

ILLEGAL HYDRANT USE: \$200/day or occurrence, plus actual cost to repair any damage.

10. **MAINTENANCE AND PROTECTION OF TRAFFIC: BARRICADES, BARRIERS, TRAFFIC SIGNS, LIGHTS, AND WATCHMEN**

The CONTRACTOR shall provide and maintain all necessary barricades, warning and information signs, fences, barriers, "Street Closed" signs, lights, flagmen, and watchmen as may be essential to prevent avoidable accidents to residents and to the public. These devices shall meet the approval of the ENGINEER and be in accordance with the most current edition of the Indiana Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

The CONTRACTOR shall not restrict traffic flow during the rush-hour periods nor shall barricades be left in the roadway overnight. CONTRACTOR is to arrange and prosecute the services so that such interruption will be limited to a minimum amount of time.

Prior to working in any portions of the roadway within the limits of the City of Elkhart, the CONTRACTOR shall submit a plan of operations in writing to the ENGINEER and City ENGINEER.

11. **ORDER AND PROGRESS OF DOING SERVICES**

The services under the Agreement shall be executed in such a manner as deemed necessary by the ENGINEER to secure its completion within the Agreement time. Completed portions of the pavement shall be opened to travel as directed by the ENGINEER, but such opening shall not be construed as an acceptance by the OWNER of the services done.

12. MONUMENTS OR STAKES

The CONTRACTOR shall carefully protect from disturbances or injury all monuments, stakes and bench marks. If in the opinion of the ENGINEER, any stakes or monuments have been carelessly or willfully destroyed or disturbed by the CONTRACTOR or his/her employees, the cost of replacing them shall be charged against the CONTRACTOR and shall be deducted from the payments for the services.

13. PUBLIC CONVENIENCE

During the progress of the services, the sidewalks and portions of the street adjoining the services or in its vicinity shall not be obstructed or littered more than may be absolutely necessary and the adjacent sidewalks shall be kept clean. The convenience of the public and of the residents along the street shall be provided for as far as practicable. Convenient access to driveways, houses and buildings along the street shall be maintained wherever possible and at the end of each work day. Temporary approaches to and crossings of intersecting streets and sidewalks shall be provided and kept in good condition wherever practicable.

14. NONDISCRIMINATION

In compliance with the Acts of the Indiana General Assembly, 1933, Chapter 270, as amended, and currently codified as Ind. Code 5-16-6-1, and the Acts of the Indiana General Assembly, 1961, Chapter 208, as amended, and currently codified as Ind. Code 22-9-1-10, CONTRACTOR hereby agrees:

- A. That in the hiring of employees for the performance of services under the Agreement or any subcontract hereunder, no CONTRACTOR, Subcontractor nor any person acting on behalf of such CONTRACTOR, shall by reason of race, age, religion, color, sex, national origin, ancestry, or handicap, discriminate against any person who is qualified and available to perform the services to which the employment relates as defined by law except where specific age, sex or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient operation or as provided by law.
- B. That no CONTRACTOR, Subcontractor, nor any person on the CONTRACTOR's behalf, shall, in any manner, with respect to tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, discriminate against or intimidate any employee hired for the performance of work under the Agreement on account of race, age, religion, color, sex, national origin, ancestry, or handicap.
- C. That the Agreement may be canceled or terminated by the Trust and all money due or to become due hereunder may be forfeited for a violation of the terms of conditions of this section of the Agreement.

15. PERMITS AND LICENSES

The CONTRACTOR shall procure at his/her own expense, all permits and licenses, pay charges and fees and give all notices necessary and incidental to the due and lawful execution of the services.

16. NON-REIMBURSEMENT ITEMS

No reimbursement will be made for dewatering or bypass pumping. All cost incurred by the CONTRACTOR for these activities shall be merged into water main bid items.

No reimbursement will be made for relocating or replacing culvert pipe. All cost incurred by the CONTRACTOR for these items shall be merged into the water main bid items.

No reimbursement will be made for any sewer cleaning or street cleaning. All cleaning required to complete this project must be done by the CONTRACTOR.

No reimbursement will be made for driveway or sidewalk repair or replacement or for sprinkler repair. All cost incurred by the CONTRACTOR for these items shall be merged into other bid items.

17. CONSTRUCTION SITE VIDEO

The CONTRACTOR shall provide the OWNER a video recording on DVD of the construction site before construction begins and after construction is complete. This video recording, which will become the property of the OWNER, shall include all areas that could possibly be damaged either directly or indirectly by construction. The project will not be considered complete until after said video is delivered to the OWNER's office. All cost for this activity shall be merged into other bid items.

18. IOSHA REGULATIONS

The CONTRACTOR shall follow the IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems. The cost for trench safety systems shall be merged into the pay item of the principal services with which the safety systems are associated.

19. DEDUCTIONS FOR UNCORRECTED SERVICES

If the OWNER deems it expedient to correct services injured or not done in accordance with the plans and specifications, the difference in value together with a fair allowance for damage shall be deducted.

20. COOPERATION WITH PUBLIC AND PRIVATELY OWNED UTILITIES

The CONTRACTOR should especially note the provisions of Section 105.06 of the latest version of the INDIANA STATE HIGHWAY COMMISSION STANDARD SPECIFICATIONS. In the event a permit or permits are approved by the City of Elkhart

or County for the installation of utility structures, conduits, lines or appurtenances on or in the structure or its approaches, the CONTRACTOR shall cooperate with the Utility Company making such installation, permit entry and allow reasonable time for the completion of the installation, permittee shall not damage or unnecessarily interfere with the CONTRACTOR's work, and shall be required to make suitable arrangements with the CONTRACTOR for all installations. No payment will be made by the OWNER for any delay or inconvenience caused by such installation. No compensation will be allowed for moving City of Elkhart owned utility appurtenances.

It shall be the responsibility of the CONTRACTOR to determine the location of all overhead utility lines within the project limits and to verify that the proper clearances, as specified by the utility, shall be observed if the signal standards are installed as shown on the plans. Where conflicts occur, the ENGINEER shall determine the solution and his decision shall be final.

The following is a list of the owners of utilities known to be within the limits of construction:

Northern Indiana Public Service
P.O. Box 1355
South Bend, IN 45524

Indiana Michigan Power
23333 U.S. 20
Elkhart, IN 45515

Elkhart Water Works
1201 South Nappanee Street
Elkhart, IN 45516

GTE North Incorporated
129 South Second Street
Elkhart, IN 46515

TCI of Indiana, Inc
1683 Edison Road
Elkhart, IN 45545

AT & T
59221 Hickory Road
South Bend, IN 46514

21. PUBLIC UTILITIES AND PRIVATE STRUCTURES

The CONTRACTOR shall assume all risk and liability for any inconvenience, delay or expense that may be occasioned him/her by Public Utilities or other Public or private property within the limits of the proposed improvement, whether or not such property is

shown on the plans and shall do no work which will injure or damage such property until satisfactory arrangements have been completed with the OWNER for its protection, relocation or reconstruction.

The CONTRACTOR shall give notice to owners of gas pipes, water pipes and conduits in sufficient time for the owners to take means to relocate or to protect their property.

At points where the CONTRACTOR's operations are adjacent to properties of telephone and power companies or are adjacent to other property, damage to which might result in considerable expense to others, loss or inconvenience, work shall not be started until all arrangements necessary for the protection, relocation or reconstruction thereof have been completed.

The CONTRACTOR shall cooperate with the owners of any underground or overhead utility facilities in their removal, relocation or reconstruction operations in order that these operations may progress in a reasonable manner and that duplication of rearrangement may be reduced to a minimum and that services rendered by these parties shall not be unnecessarily interrupted.

In the event of interruption of water utility services as a result of accidental breakage or as a result of being exposed or unsupported, the CONTRACTOR shall immediately notify the proper authority of the affected utility. He/she shall cooperate with the restoration of service as promptly as possible.

22. CONTRACTOR'S RESPONSIBILITY FOR MATCHING OLD WORK

Where new services are to be fitted to old work, the CONTRACTOR shall check all leading dimensions and conditions in the field and report any errors or discrepancies to the ENGINEER or assume responsibility for their correctness and fit of new parts to the old. If such parts do not fit properly the CONTRACTOR shall make and pay for such alterations or new parts as may be necessary to assure proper fits and connections meeting the approval of the ENGINEER.

23. UNDERGROUND SPRINKLING SYSTEMS

Any underground sprinkling systems encountered during the construction of this project shall be the responsibility of the CONTRACTOR and shall be protected or replaced at the CONTRACTOR's expense.

The Himco Site Trust will not be financially responsible for any sprinkling systems which are damaged during construction regardless of whether they are located on private property or city or state right-of-way.

24. RESPONSIBILITY FOR SETTLEMENT

Any depression which may develop in backfilled areas from settlement within one (1) year after the services are fully completed and accepted shall be the responsibility of the

CONTRACTOR. The CONTRACTOR shall provide as needed, at the CONTRACTOR's own expense, additional backfill material, pavement base replacement, permanent pavement, sidewalk, curb and driveway repair or replacement, and lawn replacement and shall perform the necessary reconditioning and restoration work to bring such depressed areas to proper grade as approved.

25. CONSTRUCTION NOISE

All equipment, including but not limited to graders, bulldozers, backhoe, air-hammers, and miscellaneous trucks, shall be kept in good repair meeting or bettering the manufacturers noise level specifications. In addition all IOSHA standards pertaining to construction noise shall be made an integral part of the specification in accordance with IDOT Standard Specifications.

26. APPROXIMATE QUANTITIES

Quantities stated in which unit price bids are invited are approximate only, and to be used as a guide for receiving unit price bids. Payment shall be based on actual number of units installed regardless of discrepancy.

The OWNER reserves the right to increase or decrease any of these quantities by any amount to fit the scope of the project to the available funding.

27. HOUSE CONNECTIONS

- A. Excavation Permit: The CONTRACTOR must have an excavation permit before any work in the City right-of-way commences. The CONTRACTOR shall have an excavation permit even if the site is in the County or if a new street has yet to be dedicated to the City of Elkhart.
- B. Pavement Cuts: The OWNER, or his duly authorized agents, shall approve all pavement cuts and the location of utilities placed in the city or state's right-of-way.
- C. Pavement Excavations: Pavement excavations must have saw cut edges and may have a temporary repair using roto-mill, slag or cold patch for patch, which may be in place for a maximum of four (4) months, unless other arrangements are made and approved by the ENGINEER.
- D. Pavement Repair: Pavement repair must include matching the existing material depth or seven and one-half (1/2) inches for asphalt or six (6) inches for concrete, whichever is greater, for residential streets. The surface material for pavement repair must be the same as the existing surface material or approved equal.

28. CROSS CONNECTIONS

The objectives of this rule, approved by the local Water Board on March 25, 1982 are as follows:

1. To provide for the protection of the municipality's potable water distribution system from contamination, or the potential of contamination, by isolating within its customer's private systems any contaminants or pollutants which otherwise could, under adverse conditions, backflow through cross connections into the public water distribution system.
2. Provide for the installation and maintenance of cross connection controls which will systematically and efficiently prevent or contain all existing or potential backflow from customer's systems into the public water supply system.

In order for the Utility to provide the above, the CONTRACTOR shall grant to the Utility, upon request, the right to enter the premises to make inspections of piping. The Utility will report any violations, as set out in "1" and "2" above, to both the CONTRACTOR and the respective authority. The Utility will not assume responsibility for damage, sickness or death arising from the existence of an improper cross connection or the use or failure of a cross connection prevention device. Failure to correct a non-complying installation will lead to a disconnection of service.

The policy on cross connections sets forth in detail the rules necessary to protect the purity of the water supply from contamination introduced through cross connections.

29. PROTECTION OF PUBLIC

The CONTRACTOR will be required to barricade and maintain sufficient flares during construction, on any or all of the services as may be necessary for the protection of the public as well as the OWNER's, Engineer's, City's, County's, or State's interest.

30. DEWATERING

Any costs incurred due to dewatering shall be the responsibility of the CONTRACTOR. All costs for dewatering shall be incidental to all projects unless other specified by the OWNER or approved representative. All dewatering shall not interfere with the normal traffic of any streets or residents unless approved by the OWNER or approved representative.

SPECIAL NOTES & REQUIREMENTS

(1.) Contractor Safety Requirements

The Contractor shall be responsible for meeting and/or exceeding all applicable federal, state and local safety requirements for proper safety regardless of company size. This shall include all employees of the Contractor, all subcontractors and their employees.

The Contractor shall be responsible for providing a biweekly safety meeting with, at a minimum, all employees involved in the construction of the project and the project inspector. The Contractor shall then submit two (2) copies of the minutes. One (1) shall be provided to the project inspector and to the Owner. These meetings shall include issues or concerns related to this project or projects of similar type.

The Subcontractor shall be responsible for providing a biweekly safety meeting with, at a minimum, all employees involved in the construction of the project. The subcontractor shall then submit a minimum of two (2) copies of the minutes to the Contractor. The Contractor shall then submit one (1) copy of the minutes to the project inspector and to the Owner. The Contractor and all its Subcontractors shall be responsible for holding these monthly staff meetings prior to beginning work on-site and every month thereafter for their entire time on the project.

The Contractor and its subcontractors shall have one (1) site representative as a safety contact for the duration of the project. This representative will be responsible for making sure that all safety precautions are taken and all safety issues met.

(2.) Utility Locations

For protection of underground utilities, Contractor shall call Indiana's Utility Location Service at (800) 382-5544 a minimum of three (3) working days prior to excavating in the vicinity of utility lines. All "Holey Moley" participating members will thus be routinely notified. This does not relieve the Contractor of notifying utility owners who may not be part of the "Holey Moley" alert system.

(3.) Pre-Construction Meeting

Two (2) weeks prior to the start of construction, a pre-construction meeting with the Owner shall be arranged by the Contractor to review project issues. The Contractor shall present the traffic maintenance plan at this meeting for review and discussion.

(4.) Construction Video

The Contractor shall be responsible for providing pre and post-construction video taping on DVD of the construction corridor. The videotape shall provide good color frames and have sound capabilities used to point out existing surface conditions. A date and time stamp shall be visible during the extent of the production. Odometer readings shall be noted in one-tenth

mile increments from a starting location at either end of the project. Pre-construction DVDs shall be delivered to the Owner two (2) weeks prior to the start of construction (preferably at the pre-construction meeting). It is suggested that if possible the pre-construction video be made after a rain event to show any existing drainage problems. Post-construction DVDs shall be delivered to the Owner two (2) weeks prior to the request for release of retainage.

(5.) Testing Requirements

The Owner shall be responsible for providing testing of the various work operations and materials, as per Specifications. Frequency of testing shall be as per Owner's minimum requirements or as otherwise directed by the Owner/Engineer. Costs associated with the required testing shall be incidental to the Agreement. Failed tests shall be followed by corrective measures by the Contractor and documentation of corrective measures and passing test results, obtained in the same immediate locations. Costs associated with re-testing to confirm compliance and passing results shall be borne by the Contractor.

(6.) Traffic Control & Accessibility

Traffic control for this project shall be held in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways. Traffic control shall be specific and applicable to the aforementioned project. The Contractor shall be responsible for the maintenance of an orderly flow of traffic. The Contractor shall provide suitable access as determined by the Engineer, to all homes for garbage pickup, police, fire truck, and ambulance access. Contractor shall have any detours or closures approved by the City Engineer and/or Indiana Department of Transportation (INDOT), or authorized representatives, before they are implemented.

(7.) Compaction Requirement

Compaction of soils around and over all installed pipes shall follow the City of Elkhart guidelines for the installation of pipe beneath a paved road. Compaction tests, based upon the modified proctor, shall be run for each lift at intervals not to exceed 200 feet in the roadway and for each separate utility pipe mainline installation. No compaction tests will be performed until all backfilling has been complete for the testing location.

If a compaction test fails, the Owner will require another test twenty-five (25) feet on each side of the failed test location. This process will continue until the tests pass. The Contractor will then be required to compact the failed area until it passes.

(8.) Record Drawing Information

The Contractor shall submit to the Engineer preliminary and final record drawings. Copies of the preliminary record drawings shall be submitted to the Engineer twice during the course of construction for review and approval. This shall be done before substantial completion is given. Record drawings shall include the following, but not be limited to:

- a. Water Main
 - Valve size and location off nearest two (2) streets
 - Fitting (tee, reducer, etc.) location off nearest two (2) street centerlines
 - Fire hydrant type and distance off fire hydrant valve
 - Length of water main between valves
 - Fittings used, materials and dimensions of connections to existing mains
 - Locations, sizes and depths of existing utilities and service lines crossing the main
- b. Water Services
 - Size, length, and type
 - Location off centerline of street to curb stop and nearest property line
- c. Services on Private Property
 - Size, length, and type
 - Connection point to existing service or plumbing
 - Existing pipe size, type and connection fitting used
- d. Well Abandonments
 - Location, size, depth and type of existing well
 - Method, materials and details of abandonment

(9.) Water Service Laterals

All water service laterals shall have a two-inch "W" for water cut or stamped into the curb for all construction projects. If curb is not available, it shall be cut or stamped into the sidewalk or the edge of the pavement. Locations of the water services are to be determined in the field by the Engineer or authorized representative. Individual water services shall be installed for each property.

(10.) Alignment of Mains

The alignment of the water main may be adjusted with the Engineer's approval to avoid obstacles.

(11.) Underground Investigations

The Owner has not performed underground site investigations. The Contractor can have these tests done at their expense if they feel more information is needed.

(12.) Existing Utility Appurtenances

The Contractor is responsible for protecting the existing utility appurtenances. Costs for this protection are to be incidental to the project.

(13.) Existing Water Appurtenances

The City has all salvage rights to all water appurtenances. All existing hydrants, mainline valves, and boxes indicated for removal shall be inspected by the Collections & Distribution Supervisor or his representative. All items marked by him for saving shall remain the property of the City and shall be delivered to the Utility. The Contractor shall deliver only the items marked to the Utility.

(14.) Adjusting Existing Castings

Adjusting existing castings to grade or relocating existing catch basins to grade shall be incidental to the project.

(15.) Trash and Recycling

Contractor shall coordinate with the current solid-waste contractor for the City and propose acceptable plan for relocating trash and recycling during the construction project. This plan shall be followed by the Contractor at all times. Failure to adhere to this plan will result in the Owner withholding a fee of five hundred dollars (\$500) per affected residence per incident. The Contractor shall be given a total of four (4) exemptions, but no more than two (2) incidents in a thirty (30) day period, during the construction project provided they or solid-waste contractor remove recyclables and refuse within forty-eight (48) hours. The Contractor will not be held responsible if the solid-waste contractor fails to remove refuse and recyclables provided they were provided acceptable access as determined by the Engineer or authorized representative. However, the Contractor will be responsible for coordinating with the solid-waste contractor to reschedule the pickup within forty-eight (48) hours.

(16.) Dewatering

Any costs anticipated for dewatering shall be merged into the provided bid items. Any costs incurred in pumping existing structures shall be incidental to the project. Discharge point and maximum rate (gallons per minute) are subject to approval by the Engineer prior to the work.

(17.) Existing Trees

Existing trees shall be protected unless otherwise indicated on the plans or directed by the Engineer at specific locations. The Engineer shall approve of removal of specific trees prior to the work.

(18.) Permits

The Contractor will acquire all City and State permits necessary to install the services.

(19.) Easements & Rights-of-Way

If temporary construction easements are required beyond the proposed right-of-way and proposed temporary easements, the Contractor shall coordinate additional access through the Owner and City well in advance of an encroachment.

(20.) Matching Old Work

Where new services are to be fitted to old work, the Contractor shall check all leading dimensions and conditions in the field and report any errors or discrepancies to the Engineer or assume responsibility for their correctness and fit of new parts to the old. If such parts do not fit properly the Contractor shall make and pay for such alterations or new parts as may be necessary to assure proper fits and connections meeting the approval of the Engineer.

(21.) US Steel and Foundry Products

Any steel or foundry products to be used or supplied for this public works project shall be made in the United States. "Foundry products" means products cast from ferrous and nonferrous metals by foundries in the United States. "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

PROJECT SPECIFICATIONS

CLEARING AND GRUBBING – Item 1 a)

Prevailing Elkhart Standard Specifications: 103

For the clearing, grubbing, removing, and disposing of all vegetation and debris along the alignment of the water main.

TEMPORARY FACILITIES AND CONTROLS – Item 1 b)

Prevailing Elkhart Standard Specifications: none

CONTRACTOR shall provide to site all necessary materials, equipment and labor to construct and maintain temporary facilities and controls as required for the construction of water main and appurtenances by the methods employed. Facilities and controls shall include dewatering, sediment control, surface drainage and erosion control, spill control, shoring, exploratory excavation, utility daylighting, power, construction lighting; field offices, sanitary facilities, fire protection, ENGINEER's site office, provision of access for mail delivery and garbage collection and/or collection of garbage by the CONTRACTOR, and all other facilities and efforts deemed necessary by the CONTRACTOR.

All temporary erosion control measures shall be in accordance with the INDOT Standard Specifications and INDOT Standard Detail Drawings, or as otherwise stated in these special provisions. The Contractor shall be responsible, through the implementation of erosion control and sedimentation control measures for minimizing erosion on the project and minimizing sedimentation inside and outside of the project limits. The contractor shall hold the owner faultless for any non-compliance with permit-related specifications.

The ENGINEER's site office will be an office trailer with a minimum floor area of 120 square feet (sq. ft). furnished with a desk, chair, filing cabinet, 6 ft long table and 6 chairs, electrical power and lighting, lockable door and 2 operable windows with screens. The location for this trailer on site will be determined prior to the beginning of construction.

The CONTRACTOR will provide the methods, means, and facilities to prevent contamination of soil, water, and the atmosphere from discharge of noxious toxic substances and pollutants, produced by construction operations, by being prepared and able to intercept, clean up, and dispose of spills or releases that may occur whether on land or water. The CONTRACTOR will maintain materials and equipment readily available on Site as required for cleanup of spills or releases.

The CONTRACTOR will promptly report spills and releases that may potentially cause damage to the environment to the ENGINEER and OWNER and any Authority having jurisdiction or an interest in the spill or release, including any conservation, water supply, drainage or road authority, or fire department, etc.

The CONTRACTOR will take immediate action using available resources to contain and mitigate the effects on the environment and persons from any spill or release.

Prior to the commencement of construction site work, the CONTRACTOR will develop and submit to the ENGINEER a contingency plan for control and clean-up of spills. The Contingency plan shall include:

Names and telephone numbers of persons to be notified forthwith of a reportable spill.

Names and telephone numbers of representatives of fire, police, and health departments of local authorities who are responsible to respond to emergency situation.

Names and telephone numbers of companies experienced in control and cleanup of hazardous materials that would be called upon in emergency involving spill.

Proposal for immediate containment and control of spill, clean up procedures to be initiated immediately and any other action to be taken to mitigate potential environmental damage while awaiting additional assistance.

Be responsible for preparing, implementing, directing and supervision of contingency plan.

The CONTRACTOR will exercise care regarding fuelling of equipment and in the maintenance and storage of related products. Prior to starting work, submit to the ENGINEER the procedures for interception and rapid clean-up and disposal of spilled fuel or lubricant. Ensure that materials required for cleanup of fuel spillages are readily accessible on Site at all times. Carry out refueling of equipment at acceptable refueling areas. Ensure that water used for cleaning of equipment does not drain into streams or watercourses. Do not empty fuel, lubricants and/or pesticides into any watercourse, or on ground. Clean construction equipment prior to entering public roadways to prevent littering. Debris from cleaning equipment shall not be permitted into streams or watercourses. Store equipment and materials in orderly manner and in a location acceptable to the ENGINEER.

When temporary facilities and controls are no longer required they will be removed by the CONTRACTOR and any damage caused by installation or use of temporary facilities, including surface restoration, shall be cleaned and repaired.

TRAFFIC CONTROL – Item 1 c)

Prevailing Elkhart Standard Specifications: Division II – General Requirements- Section 13

The CONTRACTOR will prepare Traffic Control Plans for the work in the subdivision and also for the work on West Bristol Street to the requirements of the Indiana Manual of Uniform Traffic Control Devices (MUTCD) and submit them to the ENGINEER for review prior to commencement of related construction.

Traffic control shall consist of furnishing, placing and maintaining all necessary signs, barricades, temporary pavement markings, fences, barriers, flagmen, and other traffic control devices for the protection of the services and safety of workers and the public. These devices shall be in accordance with the Indiana MUTCD and Section 801 of the 2006 INDOT Standard Specifications.

“Road Construction Ahead” signs shall be installed prior to the beginning of all other work, and shall be removed only after notification from the Engineer.

The Contractor shall be responsible for the maintaining of the signs and required warning lights on a periodic basis, minimum of once per week, and additional prompt maintenance when alerted to problems. Signs shall be subject to rejection due to wear and tear.

All Type III barricades shall have reflective material on both sides of the planks, and shall be relocated as directed within the project. Construction signage shall be placed for optimum visibility to the motorists (i.e. avoiding obstructions). When “sand bagged” temporary sign standards are acceptable, the Contractor shall provide a sufficient number of sand bags to avoid “blow down.”

Incidental to the lump sum bid item shall be the placement and maintenance of sufficient temporary approaches and access-directing signage as deemed necessary by the Engineer to provide uninhibited access to local businesses.

SURVEYING and CONSTRUCTION STAKING – Item 1 d)

Prevailing Elkhart Standard Specifications: 101

For the lump sum price bid, the Contractor shall provide construction layout/surveying for the improvements as identified on the project plans and specifications. This item shall include, but may not be limited to the following:

- Locate benchmarks set by the Engineer and run level circuit to check elevations. Set new bench marks as needed. Benchmark data sheets shall be provided to the project Engineer.
- Locate and grade (with offset stakes) pipe alignment and grade, subgrade, curbing, pavement, etc. including cut sheets. (Cut sheets must be provided to the project Engineer).
- Stake all structures and other project related items including, but not limited to fittings, valves, service boxes, etc.
- Stake right-of-way as required.
- Preserve and perpetuate existing monuments, which are at risk due to construction operations (This item must be performed under the direct supervision of a licensed surveyor).
- Field notes shall be kept in standard field notebooks supplied by the Contractor in a clear, orderly and neat manner consistent with standard Engineering practices and procedures. The field books shall be available for inspection by the Engineer at all times and shall become the property of the Owner upon completion of the services.
- The supervision of the Contractor's construction staking personnel shall be the responsibility of the contractor and any error resulting from the operations of such personnel shall be corrected at the expense of the Contractor and at no additional cost to the Owner.

PROVIDE PAYMENT BOND (PROVISIONAL) – Item 1 e)

Upon the Owner's request, the contractor will provide a Payment Bond in the amount of 100% of the value of the Agreement in accordance with Instructions to Bidders Section 9. This is a provisional item only.

PROVIDE PERFORMANCE BOND (PROVISIONAL) – Item 1 f)

Upon the Owner's request, the contractor will provide a Performance Bond in the amount of 100% of the value of the Agreement in accordance with Instructions to Bidders Section 10. This is a provisional item only.

**WATER MAIN – Item 2 a) to d)
Item 3 a) to b)**

Prevailing Elkhart Standard Specifications: 901

For furnishing and installing, complete and in place, ductile iron pipe for water main. All pipe installed shall meet the requirements of the latest revision of AWWA Standard C-600, C-153, C-111, and C-104. Sizes 12 inch nominal diameter and smaller shall be Class 52. The bid price shall include, but not be limited to, removal of surface pavements, excavation, pipe, bedding, backfill, compaction, concrete blocking, dewatering, sheeting, shoring, protection of existing structures, restoration of bases and surface paving and landscaping, cleanup, and all other operations necessary to complete the services as shown on the plans or as specified. Each pipe shall have the weight and class designation conspicuously painted on it. In addition, each pipe shall have cast on it the manufacturer's mark and the year in which the pipe was cast. The size of the letters and figures shall be as large as practicable. Pipe shall be as manufactured by Clow, United States Pipe and Foundry, American Cast Iron Pipe Company, Griffin, or approved equal. All pipe shall be furnished with "push on" type joints utilizing rubber gaskets to obtain a tight seal. Joints shall comply with all applicable provisions of the latest revision of AWWA Standard C-111. Joint Lubricant shall be furnished by pipe manufacturer. Mechanical joint ends, AWWA Standard C-111, may be substituted for push on joint pipe ends, this cost to be incidental to and included in price of bid for pipe. All joint materials shall be furnished by the pipe manufacturer.

The water main shall have a minimum cover of 5' and a maximum cover of 6' unless otherwise shown on the plans or determined by the Engineer.

Subsequent to final connections being made, all temporary services used for testing will have the main cock removed and replaced with an iron plug.

The seed used for restoring lawn areas shall consist of species similar to those of the existing turf and suitable for the local soil and sun conditions. Seed application rate shall result in coverage matching that of the existing lawns. All seeded areas shall be watered as necessary to establish dense growth. Any areas of poor growth shall be reseeded and watered.

WATER MAIN FITTING – Item 4 a) to j)

Prevailing Elkhart Standard Specifications: 902

For furnishing and installing, complete and in place, ductile iron fittings for the proper installation of water main as shown on project plans. All fittings shall comply with all applicable provisions of the latest revision of AWWA specifications C-111 and C-153. Fittings shall be class 350. Each fitting shall have the weight and class designation conspicuously painted on it. In addition each fitting shall have cast on it the manufacturer's mark and the year in which the fitting was cast. The size of the letters and figures shall be as large as practicable. Fittings shall be as manufactured by Clow, United States Pipe and Foundry, American Cast Iron Pipe Company, Griffin, or approved equal.

The CONTRACTOR will provide, for review by the Engineer, supporting calculations for all thrust restraining fittings proposed to be used.

The bid price shall include, but not be limited to, removal of surface pavements, excavation, pipe and fittings, all retaining glands, joint material, bedding, backfill, compaction, concrete blocking, dewatering, sheeting, shoring, protection of existing structures, restoration of bases and surface paving and landscaping, cleanup, and all other operations necessary to complete the services as shown on the plans or as specified.

GATE VALVE AND BOX – Item 5 a) to b)

Prevailing Elkhart Standard Specifications: 903

For furnishing and installing, complete and in place, gate valves and boxes. All gate valves shall conform to the latest revision of AWWA Standard C-509 and Section 903 of the City of Elkhart's Standard Construction Specifications with addendums. The bid price shall include, but not limited to, removal of surface pavements, excavation, hydrant, pipe and valve, all retaining glands, joint material, bedding, drainage stone, backfill, compaction, concrete blocking, dewatering, sheeting, shoring, protection of existing structures, restoration of bases and surface paving and landscaping, cleanup, and all other operations necessary to complete the services as shown on the plans or as specified.

FIRE HYDRANT – Item 6

Prevailing Elkhart Standard Specifications: 907

All hydrants shall comply with all provisions of the latest revision of AWWA Standard C-502 and shall have the following characteristics and be approved by the City of Elkhart's Water Works.

Size of hydrant Valve	5 1/4"
Inlet Connection	6"
Type of Inlet Joint	M.J.
Barrel Inside Diameter	7"
Barrel Metal Thickness	9/16"
Bury Depth (from ground line to bottom of inlet connection)	5'-6"
Outlet Nozzles	2-2 1/2"
	1-5" Stortz w/cap
Paint Color	Yellow
Opening Directions	Clockwise
Operating Nut	1 1/4" Pentagon

The Stortz Connection is to be an integral part of the fire hydrant assembly. Or, the Stortz Connection may replace the original Steamer nipple in a manner resistant to tamper or removal by persons not familiar with fire hydrant construction.

For the unit price bid, this item shall include, but may not be limited to, removal of surface pavements, excavation, 6" hydrant, 6" gate valve, box, all retaining glands and tie rods, 6" ductile iron connection pipe, joint material, blocking, 1 cubic yard of washed stone for drainage, concrete blocking, bedding, backfill, compaction, dewatering, sheeting, shoring, protection of existing structures, restoration of bases and surface paving and landscaping, cleanup, and all other operations necessary to complete the services as shown on the plans or as specified.

WATER SERVICE – Item 7 a) to b)

Prevailing Elkhart Standard Specifications: 909

For furnishing and installing, complete and in place, water service connections to the property line. The bid price shall include, but not be limited to, water main tap, corporation cock, service line to the right-of-way, and service shutoff with curb box. Taps to the water main shall be made so the corporation cock is installed at 45 degrees from the vertical axis of the main. The water service line shall be minimum 1-inch type "K" copper installed with 60" minimum cover. The water service shall be laid 90 degrees to the main in a location to be determined by the Engineer in the field. The service shut off shall consist of a round way ground key stop (Mueller Ori-seal or equivalent). Each meter setting shall be provided with an exclusive separate shut off. All water service leads shall be in accordance with the latest revision of AWWA standard C-800 and the City of Elkhart's Standard Construction with addendums. All models of items shall be as specified by the City of Elkhart's Standard Specifications with addendums.

All service laterals crossing existing paved roads will be installed by trenchless methods to avoid disruption to pavement and the need for asphalt patching.

Additional services may be requested by property owners outside the regulated servicing area (i.e. Westwood Drive from Northwood Drive to Highland Blvd). The price for service laterals will apply to the installation of additional laterals requested during the construction period.

TESTING AND DISINFECTION – Item 8

Prevailing Elkhart Standard Specifications: 901

Flushing, testing and disinfection of new mains will not start until all service laterals (to property line) have been installed.

Samples for chlorine residual and bacteriological testing will be taken from intermediate locations along long pipe runs at a maximum spacing of 1000 feet. Temporary service connections for testing may be required.

When flushing the mains subsequent to the 24 hour chlorine contact period, all super-chlorinated water will be neutralized. When discharging to a storm sewer system, flushed water will be neutralized to 0.2 ppm or less. When discharging to the natural environment where it may immediately affect plants or animals, flushed water will be neutralized to 0.002 ppm or less. Neutralizing may be achieved by the use of sodium thiosulfate or hydrogen peroxide.

The bid price shall include, but not be limited to, temporary connections, initial flushing of the mains, chlorinating, chlorine residual testing, maintenance during contact period, flushing and neutralization, and bacteriological sampling and analysis until all standards are met which would allow final connections to be made and the system to be put into use.

FINAL CONNECTION TO EXISTING MAIN – Item 9 a) to b)

Prevailing Elkhart Standard Specifications: 905

Final connections to the existing large diameter water mains on John Weaver Parkway and West Bristol Street will be made after the successful disinfection of the new mains and without shutting down existing mains by using a tapping sleeve and valve at each location. The City of Elkhart will undertake tapping of the existing pipelines by their own forces. All coordination and preparation for this tapping work will be completed by the CONTRACTOR in order to minimize the time required to work in the intersection.

This work shall include, but shall not be limited to, the tapping valve, valve box, tapping sleeve, connecting pipe, joint materials, installation of valve, sleeve and fittings, excavation and backfill, removal and disposal of water, miscellaneous restoration, concrete blocking as required or shown on the plans, sheeting, coring, protection of the existing structure, testing, cleanup, and all other operations necessary to complete the services as shown on the plans or as specified.

Tapping valves shall conform to the latest revision of AWWA Standard C-509 except as otherwise specified. Valves shall be manufactured by Clow, Mueller or an approved equal. Tapping valves shall be of the type suitable for installation with the corresponding tapping sleeve, and are not to be confused with standard gate valves.

End connections shall conform to the latest revision of AWWA Standard C-111 for mechanical joints. All valves shall be resilient wedge with mechanical joint ends, 200 psi working pressure, non-rising stem, O-ring seals, open left (counter clockwise) with an operating nut and 2-inch square wrench nut. Valve stems shall be high strength manganese bronze having a minimum tensile strength of 80,000 psi, minimum yield strength of 32,000 psi, and minimum elongation of 15% in two inches. Stem seals may be of the O-ring type. All valves shall be tested at a minimum of twice the working pressure of 200 psi.

Sleeves shall be stainless steel and manufactured by Mueller H304, Ford FTSC, Romac FTS, or an approved equal. Tapping sleeves shall comply with all applicable provisions of the latest revision of AWWA Standard C-110. Fittings shall be Class 350.

The tapping sleeve shall be built in two sections, designed to be assembled around the existing mains without halting service. Bolts for fastening together the two sections shall be stainless steel, closely spaced, and located to assure uniform gasket pressure. The sleeve outlet shall provide for a flanged connection. Tapping sleeves shall be furnished complete with joint accessories and shall be designed to fit all classes of pipe.

The sleeve shall have distinctly cast upon it, as large as possible, the following information: manufacturer's mark, nominal diameters of all openings, and the fraction of the circle on all bends.

Valve box shall be manufactured by Tyler Pipe Industries, or approved equal. The valve box shall be of a two-piece construction made up of a screw type section with a 5-1/4 inch shaft. The box shall have an enlarged bottom section, and a top section with cover. The cover shall be marked "Water". The valve box shall be adjustable from 39-inches to 60-inches.

SERVICES ON PRIVATE PROPERTY – Item 10 a) to x)

Prevailing Elkhart Standard Specifications: None

The price for service construction and connection, on private property includes coordination with the property owner to schedule the work; construction of service line from the service box to the existing well or point of entry to the building; connection to existing piping with adapters as necessary; excavation under the floor and penetration into the building where necessary; removal of the existing well pump and pressure tank; connection to existing piping; installation of a new water meter and remote readout; modification of existing plumbing to reinstate proper flow and to prevent cross connection to a non-municipal source; abandonment of the existing well; and restoration of yard and building to original condition; all for each particular unit.

Service connections will be made to minimize the amount of time a property is without water supply.

A maximum of 8 hours will be allowed before provision of an alternate source of potable water by the Contractor. After the new connection and plumbing modifications are made, all piping will be inspected for leaks and proper flow.

The CONTRACTOR will obtain water meters and remote readouts from the municipality. Backflow preventers are not required on residential water services. Existing well pumps and pressure tanks will remain on the property or disposed by the CONTRACTOR as preferred by the property owner.

The existing well on each property will be abandoned by a properly qualified and licensed well driller in accordance with Indiana Administrative Code, Rule 10, 312 IAC 13-10-2 Permanent Abandonment of Wells.

Restoration of each property will include asphalt and concrete surfaces as necessary; topsoil, seed and mulch; garden areas and plantings; and all building materials disrupted during the exterior and interior installation of the service and plumbing modification works.

The seed used for restoring lawn areas shall consist of species similar to those of the existing turf and suitable for the local soil and sun conditions. Seed application rate shall result in coverage matching that of the existing lawns. All seeded areas shall be watered as necessary to establish dense growth. Any areas of poor growth shall be reseeded and watered.

EQUIPMENT FOR ADDITIONAL WORK – Item 11

Prevailing Elkhart Standard Specifications: None

The CONTRACTOR will undertake additional services at the unit rates provided. Rates will be those commonly charged on similar services in the local area for suitable sized equipment in good operating order, and be inclusive of operator and all fuel, maintenance, repairs, etc. costs.

LABOUR FOR ADDITIONAL WORK – Item 12

Prevailing Elkhart Standard Specifications: None

The CONTRACTOR will undertake additional services at the unit rates provided. Rates will be those commonly charged on similar services in the local area for trained and capable workers and be inclusive of all wages, benefits, overhead, etc. costs.

WORK ON WEST BRISTOL STREET – No Item

Prevailing Elkhart Standard Specifications: None

The CONTRACTOR will obtain the necessary roadwork permit from the State highway department prior to commencing any activity on West Bristol Street.

A minimum of one lane of traffic in each direction will be maintained on West Bristol Street at all times.

Two days of lane closure are available for preparation of the road for construction, including saw cutting of the concrete surface.

Two days of lane closure are available for the installation of water main across the intersection to the location of the existing main. Minimum temporary surface restoration may be cold mix asphalt (CMA) with proper maintenance.

One day of lane closure is available for final connection of the new main to the existing main. Minimum temporary surface restoration may be CMA with proper maintenance.

Six days of lane closure are available for restoration of the concrete surface, completed one half the road width at a time. The concrete will be given two days of curing time prior to opening the new surface to traffic.

When possible, lanes will not be restricted during heavy traffic periods between the hours of 7:30 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. weekdays. Any night and weekend work may be subject to acquisition of a Noise By-Law Exemption by the CONTRACTOR.

All restoration of concrete pavement will meet the requirements of INDOT Section 500 and the details on Drawing C-12. It is estimated that the existing concrete pavement is 8 inches thick.

The costs for working on West Bristol Street under the foregoing conditions shall be incidental to appropriate Agreement items.

**SUMMARY OF WORK ON PRIVATE PROPERTY
WATER MAIN EXTENSION
HIMCO SITE TRUST**

Site	Address	Approximate Distance SB to Connection Point	Connection Point	Existing Service Size & Material	Basement	Bldg Floor or Wall Material	Pump Location	Tank Location	Well Info	Other Info
7	54197 Westwood Drive	36	Existing line at well	3/4" copper	N	Concrete	In well		4" plastic 53' deep	
8	54215 Westwood Drive	43	In basement		Y	Block wall	Bsmt	Basement		Remove existing galvanized iron service
9	54231 Westwood Drive	42	In front closet		N		Closet	Rear room		Remove existing polyethylene service
10	54253 Westwood Drive	35	Existing line at well	3/4" copper	N	Concrete	Closet	Rear room	2-1/2" steel	
11	54271 Westwood Drive	30	Existing line at well	1/2" polyethylene	N	Concrete	In well	Closet	4"	Check re upsizing service & replacing PE
12	54287 Westwood Drive	48	Existing line at well	3/4" copper	N	Concrete	Closet	Closet		Well not found
13	54305 Westwood Drive	31	Existing line at well	1-1/4" polyvinyl chloride	N	Concrete	Closet	Closet	4" PVC	
14	27964 Westwood Drive	42	Existing line at well	1-1/2" polyvinyl chloride	Y	Block wall	In well	Basement	4" 40'-60'	
15	27948 Westwood Drive	49	Existing line at well	1" copper	Y	Block wall	Basement	Basement	4" 70'-80'	Would like 1-1/2" service into house.
16	27928 Westwood Drive	126	Existing line at well	3/4" galvanized iron	N	Framed	Chamber	Chamber	2-1/2"	
17	27876 Plainfield Drive	45								
20	54146 Westwood Drive	40	Existing line at well	1" copper	N	Concrete	Closet	Rear room		
24	54212 Westwood Drive	42	In front closet		N	Concrete	In well	Closet	2" in closet	
25	54248 Westwood Drive	24	Existing line at well	1" polyethylene	N	Concrete	In well	Closet	4"	
26	54260 Westwood Drive	29	Existing line at well	1-1/2" copper	Y	Block wall	Basement	Basement		
27	54280 Westwood Drive	34	Existing line at well	1" copper	N	Concrete	In well	Closet	4"	
31	54271 Northwood Drive	40	Existing line at well	1-1/4" galvanized iron	Y	Block wall	In well		4"	Irrigation system in front yard
32	27919 Westwood Drive	20	Existing line at well		N	Framed	In well	None	4"	Install meter in wall cavity at shutoff
33	54240 Northwood Drive	25	In basement		Partial	Block wall	Basement	Basement	Not found	
34	54250 Northwood Drive	43	In cabinet		N	Concrete	Cabinet	Cabinet	Not found	Extra well rear yard
35	54274 Northwood Drive	25	Existing line at well	1" copper	Partial	Block wall	In well	Basement	4"	
36	54290 Northwood Drive	30	In cabinet	N	N	Concrete	Cabinet	Cabinet		
37	27883 Westwood Drive	35	In cabinet	2"	Partial	Block wall	Cabinet	Cabinet	2" under deck	Run new service through existing 2" into building
37	27883 Westwood Drive	Empty lot								
39	27908 Westwood Drive	175	Under floor		N	Framed	Under floor	Under floor		Well not found. Galvanized iron plumbing

NOTES: Plumbing works included. Not all buildings require all work. Some require additional work:
removal of existing pump from well, or
removal of existing pump from interior location
installation of new water meter
installation of remote reader to exterior of bldg
removal of existing pressure tank from any existing location
reconfiguration and consolidation of plumbing to reinstate distribution
removal of pump/tank or leave at site per homeowner request

Tuesday, April 28, 2009

**ITEMIZED PROPOSAL
WATER MAIN EXTENSION
HIMCO SITE TRUST**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Site Preparation:				
	a) Clearing and grubbing Westwood Dr. Sta. 123+40 to 125+10		L SUM		\$
	b) Temporary facilities and controls		L SUM		\$
	c) Traffic control		L SUM		\$
	d) Surveying and construction staking		L SUM		\$
	e) Provide Payment Bond (provisional)		L SUM		\$
	f) Provide Performance Bond (provisional)		L SUM		\$
2	12" DI Cl. 52 water main, including restoration:				
	a) Plainfield Dr. Sta. 0+13 to 2+24	194	L FT	\$	\$
	b) Westwood Dr. Sta. 100+18 to 135+02	3492	L FT	\$	\$
	c) Highland Blvd. Sta. 400+11 to 404+00	388	L FT	\$	\$
	d) Highland Blvd. Sta. 404+00 to 404+85	85	L FT	\$	\$
3	8" DI Cl 52 water main, including restoration:				
	a) Midland Drive Sta. 200+18 to 203+15	300	L FT	\$	\$
	b) Northwood Dr. Sta. 300+14 to 305+89	567	L FT	\$	\$
4	Water main fitting, including thrust block:				
	a) 12"x12" tee	1	EA	\$	\$
	b) 12"x12" cross	1	EA	\$	\$
	c) 12"x8" tee	2	EA	\$	\$
	d) 8"x8" cross	1	EA	\$	\$
	e) 12"x6" hydrant tee	7	EA	\$	\$
	f) 8"x6" hydrant tee	1	EA	\$	\$
	f) 12" - 45° bend	1	EA	\$	\$
	g) 12" 22-1/2° bend	2	EA	\$	\$

**ITEMIZED PROPOSAL
WATER MAIN EXTENSION
HIMCO SITE TRUST**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
	h) 12" cap	3	EA	\$	\$
	i) 8" cap	2	EA	\$	\$
	j) 8" -- 22-1/2° bend	1	EA	\$	\$
5	Gate valve and box:				
	a) 12"	4	EA	\$	\$
	b) 8"	1	EA	\$	\$
6	Hydrants, including lead, valve and box	8	EA	\$	\$
7	Service to property line, including main cock, 1" Type K copper, service cock and box installed by trenchless method under existing road surfaces:				
	a) Short side	18	EA	\$	\$
	b) Long side	21	EA	\$	\$
8	Water main testing and disinfection		L SUM		\$
9	Final connection to existing mains, including excavation, tapping sleeve and valve, tapping of existing main, bedding, backfill, and restoration				
	a) To 30" main on John Weaver Parkway		L SUM		\$
	b) To 30" main on West Bristol St.		L SUM		\$
10	Service line, connection, interior plumbing, well abandonment and restoration on private property				
	a) 27876 Plainfield Dr.		L SUM		\$
	b) 54146 Westwood Dr.		L SUM		\$
	c) 54197 Westwood Dr.		L SUM		\$
	d) 54212 Westwood Dr.		L SUM		\$

**ITEMIZED PROPOSAL
WATER MAIN EXTENSION
HIMCO SITE TRUST**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
	e) 54215 Westwood Dr.		L SUM		\$
	f) 54231 Westwood Dr.		L SUM		\$
	g) 54248 Westwood Dr.		L SUM		\$
	h) 54253 Westwood Dr.		L SUM		\$
	i) 54260 Westwood Dr.		L SUM		\$
	j) 54271 Westwood Dr.		L SUM		\$
	k) 54280 Westwood Dr.		L SUM		\$
	l) 54287 Westwood Dr.		L SUM		\$
	m) 54305 Westwood Dr.		L SUM		\$
	n) 27964 Westwood Dr.		L SUM		\$
	o) 27948 Westwood Dr.		L SUM		\$
	p) 27919 Westwood Dr.		L SUM		\$
	q) 27928 Westwood Dr.		L SUM		\$
	r) 27883 Westwood Dr.		L SUM		\$
	s) 27908 Westwood Dr.		L SUM		\$
	t) 54240 Northwood Dr.		L SUM		\$
	u) 54250 Northwood Dr.		L SUM		\$
	v) 54271 Northwood Dr.		L SUM		\$
	w) 54274 Northwood Dr.		L SUM		\$
	x) 54290 Northwood Dr.		L SUM		\$
11	Equipment for additional services:				
	a) Excavator, 20 ton	20	HOUR	\$	\$
	b) Wheel loader, 3 cubic yard	20	HOUR	\$	\$
	c) Tractor backhoe	40	HOUR	\$	\$
	d) Trim dozer	20	HOUR	\$	\$
	e) Compactor, for trenches	20	HOUR	\$	\$
	f) Dumptruck, triaxle	40	HOUR	\$	\$

**ITEMIZED PROPOSAL
WATER MAIN EXTENSION
HIMCO SITE TRUST**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
12	Labor for additional services:				
	a) Laborer	40	HOUR	\$	\$
	b) Pipelayer	40	HOUR	\$	\$
	c) Foreman and pickup truck with tools	40	HOUR	\$	\$
	d) Plumber	20	HOUR	\$	\$
	e) Electrician	20	HOUR	\$	\$
	f) Well driller – abandonment of wells	40	HOUR	\$	\$

TOTAL AGREEMENT PRICE = _____

LIST OF SUBCONTRACTORS AND SUPPLIERS

The Bidder will complete the following List of Subcontractors and Suppliers (name one only) proposed to carry out each item of the services. The Bidder will be bound, except as otherwise provided in the Agreement document, to use the Subcontractors and Suppliers named below for the services of this Agreement. Where the Bidder does not intend to employ a Subcontractor, insert the words "Own Forces" in the space provided.

Item of Work	Subcontractor/Supplier	Address of Subcontractor	Value of Subcontract Work
1. Supply pipe and fittings	_____	_____	_____
2. Supply of granular	_____	_____	_____
3. Construct water main	_____	_____	_____
4. Testing and disinfection	_____	_____	_____
5. Services on private property	_____	_____	_____
6. Plumbing	_____	_____	_____
7. Abandon wells	_____	_____	_____
8. Asphalt paving	_____	_____	_____
9. Concrete paving	_____	_____	_____
10. Traffic control	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____

Failure to list all Subcontractors and Suppliers may disqualify the Bid.

[REDACTED]

Value

[illegible]

BIDDER'S SUPERVISORY STAFF

Name

Position

Qualifications
and Experience



BID SHEET
WATER MAIN EXTENSION
HIMCO SITE TRUST

TOTAL BID = _____

The original signed proposal must be submitted to the office designated in the Notice To Bidder by the specified opening date and time to receive consideration. The Contractor certifies that the information provided by it in its proposal is accurate and complete. The execution of this proposal is certification that the undersigned Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded agreement at the prices proposed. This proposal includes all costs necessary to provide all supervision, labor, services, materials, tools, equipment, supplies, insurance, permits, bonds, and other incidental items, whether or not specifically called for in the specifications and Agreement documents, to perform and complete in a workmanlike manner all services as specifically described under each item in the specifications and Agreement documents, and other services necessary to complete the project in accordance with the obvious or expressed intent of the specifications and Agreement documents.

Contractor's Name: _____

Address: _____

Signed By: _____

Title: _____

Date: _____